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# 2023 Federal Low Income Housing Tax Credit Program

## Application For Reservation

### Deadline for Submission

#### 9% Competitive Credits

Applications Must Be Received At VHDA No Later Than **12:00 PM**  
Richmond, VA Time On **March 16, 2023**

#### Tax Exempt Bonds

Applications should be received at VHDA at least one month before the bonds are *priced* (if bonds issued by VHDA), or 75 days before the bonds are *issued* (if bonds are not issued by VHDA)



Virginia Housing  
601 South Belvidere Street  
Richmond, Virginia 23220-6500

## INSTRUCTIONS FOR THE VIRGINIA 2023 LIHTC APPLICATION FOR RESERVATION

This application was prepared using Excel, Microsoft Office 2016. Please note that using the active Excel workbook does not eliminate the need to submit the required PDF of the signed hardcopy of the application and related documentation. A more detailed explanation of application submission requirements is provided below and in the Application Manual.

**An electronic copy of your completed application is a mandatory submission item.**

### Applications For 9% Competitive Credits

Applicants should submit an electronic copy of the application package prior to the application deadline, which is **12:00 PM** Richmond Virginia time on **March 16, 2023**. Failure to submit an electronic copy of the application by the deadline will cause the application to be disqualified.

### **Please Note:**

**Applicants should submit all application materials in electronic format only.**

**There should be distinct files which should include the following:**

1. Application For Reservation – the active Microsoft Excel workbook
2. A PDF file which includes the following:
  - Application For Reservation – Signed version of hardcopy
  - All application attachments (i.e. tab documents, excluding market study and plans & specs)
3. Market Study – PDF or Microsoft Word format
4. Plans - PDF or other readable electronic format
5. Specifications - PDF or other readable electronic format (may be combined into the same file as the plans if necessary)
6. Unit-By-Unit work write up (rehab only) - PDF or other readable electronic format

### **IMPORTANT:**

**Virginia Housing only accepts files via our work center sites on Procorem. Contact [TaxCreditApps@virginiahousing.com](mailto:TaxCreditApps@virginiahousing.com) for access to Procorem or for the creation of a new deal workcenter. Do not submit any application materials to any email address unless specifically requested by the Virginia Housing LIHTC Allocation Department staff.**

### Disclaimer:

Virginia Housing assumes no responsibility for any problems incurred in using this spreadsheet or for the accuracy of calculations. Check your application for correctness and completeness before submitting the application to Virginia Housing.

### Entering Data:

Enter numbers or text as appropriate in the blank spaces highlighted in yellow. Cells have been formatted as appropriate for the data expected. All other cells are protected and will not allow changes.

### **Please Note:**

- ▶ **VERY IMPORTANT! : Do not** use the copy/cut/paste functions within this document. Pasting fields will corrupt the application and may result in penalties. You may use links to other cells or other documents but do not paste data from one document or field to another.
- ▶ Some fields provide a dropdown of options to select from, indicated by a down arrow that appears when the cell is selected. Click on the arrow to select a value within the dropdown for these fields.
- ▶ The spreadsheet contains multiple error checks to assist in identifying potential mistakes in the application. These may appear as data is entered but are dependent on values entered later in the application. Do not be concerned with these messages until all data within the application has been entered.
- ▶ Also note that some cells contain error messages such as “#DIV/0!” as you begin. These warnings will disappear as the numbers necessary for the calculation are entered.

### Assistance:

If you have any questions, please contact the Virginia Housing LIHTC Allocation Department. Please note that we cannot release the copy protection password.

### Virginia Housing LIHTC Allocation Staff Contact Information

Name	Email	Phone Number
JD Bondurant	<a href="mailto:jd.bondurant@virginiahousing.com">jd.bondurant@virginiahousing.com</a>	(804) 343-5725
Stephanie Flanders	<a href="mailto:stephanie.flanders@virginiahousing.com">stephanie.flanders@virginiahousing.com</a>	(804) 343-5939
Jonathan Kinsey	<a href="mailto:jonathan.kinsey@virginiahousing.com">jonathan.kinsey@virginiahousing.com</a>	(804) 584-4717
Phil Cunningham	<a href="mailto:phillip.cunningham@virginiahousing.com">phillip.cunningham@virginiahousing.com</a>	(804) 343-5514
Lauren Dillard	<a href="mailto:lauren.dillard@virginiahousing.com">lauren.dillard@virginiahousing.com</a>	(804) 584-4729
Pamela Freeth	<a href="mailto:pamela.swartzenberg-freeth@virginiahousing.com">pamela.swartzenberg-freeth@virginiahousing.com</a>	(804) 343-5563
Jaki Whitehead	<a href="mailto:jaki.whitehead@virginiahousing.com">jaki.whitehead@virginiahousing.com</a>	(804) 343-5861

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## 2023 Low-Income Housing Tax Credit Application For Reservation

Please indicate if the following items are included with your application by putting an 'X' in the appropriate boxes. Your assistance in organizing the submission in the following order, and actually using tabs to mark them as shown, will facilitate review of your application. Please note that all mandatory items must be included for the application to be processed. The inclusion of other items may increase the number of points for which you are eligible under Virginia Housing's point system of ranking applications, and may assist Virginia Housing in its determination of the appropriate amount of credits that may be reserved for the development.

- |                                     |  |
|-------------------------------------|--|
| <input type="checkbox"/>            | \$1,000 Application Fee <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Electronic Copy of the Microsoft Excel Based Application <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Scanned Copy of the <u>Signed</u> Tax Credit Application with Attachments (excluding market study, 8609s and plans & specifications) <b>(MANDATORY)</b>                                  |
| <input checked="" type="checkbox"/> | Electronic Copy of the Market Study <b>(MANDATORY - Application will be disqualified if study is not submitted with application)</b>   |
| <input checked="" type="checkbox"/> | Electronic Copy of the Plans and Unit by Unit writeup <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Electronic Copy of the Specifications <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Electronic Copy of the Existing Condition questionnaire <b>(MANDATORY if Rehab)</b>  |
| <input checked="" type="checkbox"/> | Electronic Copy of the Physical Needs Assessment <b>(MANDATORY at reservation for a 4% rehab request)</b>  |
| <input type="checkbox"/>            | Electronic Copy of Appraisal <b>(MANDATORY if acquisition credits requested)</b>   |
| <input checked="" type="checkbox"/> | Electronic Copy of Environmental Site Assessment (Phase I) <b>(MANDATORY if 4% credits requested)</b>  |
| <input checked="" type="checkbox"/> | Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement <b>(MANDATORY)</b>                            |
| <input type="checkbox"/>            |  |
| <input checked="" type="checkbox"/> | Tab B: Virginia State Corporation Commission Certification <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab C: Principal's Previous Participation Certification <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Tab D: List of LIHTC Developments (Schedule A) <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab E: Site Control Documentation & Most Recent Real Estate Tax Assessment <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab F: RESNET Rater Certification <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Tab G: Zoning Certification Letter <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab H: Attorney's Opinion <b>(MANDATORY)</b>   |
| <input type="checkbox"/>            | Tab I: Nonprofit Questionnaire <b>(MANDATORY for points or pool)</b>   |
|                                     | The following documents need not be submitted unless requested by Virginia Housing:  |
|                                     | -Nonprofit Articles of Incorporation      -IRS Documentation of Nonprofit Status   |
|                                     | -Joint Venture Agreement (if applicable)      -For-profit Consulting Agreement (if applicable)   |
| <input type="checkbox"/>            | Tab J: Relocation Plan and Unit Delivery Schedule <b>(MANDATORY)</b>   |
| <input type="checkbox"/>            | Tab K: Documentation of Development Location:  |
| <input checked="" type="checkbox"/> | K.1 Revitalization Area Certification  |
| <input checked="" type="checkbox"/> | K.2 Location Map   |
| <input checked="" type="checkbox"/> | K.3 Surveyor's Certification of Proximity To Public Transportation   |
| <input checked="" type="checkbox"/> | Tab L: PHA / Section 8 Notification Letter   |
| <input checked="" type="checkbox"/> | Tab M: Locality CEO Response Letter  |
| <input type="checkbox"/>            | Tab N: Homeownership Plan  |
| <input type="checkbox"/>            | Tab O: Plan of Development Certification Letter  |
| <input checked="" type="checkbox"/> | Tab P: Development Experience and Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement <b>(MANDATORY)</b> |
| <input type="checkbox"/>            |  |
| <input checked="" type="checkbox"/> | Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property  |
| <input checked="" type="checkbox"/> | Tab R: Documentation of Operating Budget and Utility Allowances  |
| <input type="checkbox"/>            | Tab S: Supportive Housing Certification and/or Resident Well-being   |
| <input checked="" type="checkbox"/> | Tab T: Funding Documentation   |
| <input checked="" type="checkbox"/> | Tab U: Acknowledgement by Tenant of the availability of Renter Education provided by Virginia Housing  |
| <input type="checkbox"/>            | Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal  |
| <input checked="" type="checkbox"/> | Tab W: Internet Safety Plan and Resident Information Form (if internet amenities selected)   |
| <input checked="" type="checkbox"/> | Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504  |
| <input type="checkbox"/>            | Tab Y: Inducement Resolution for Tax Exempt Bonds  |
| <input type="checkbox"/>            | Tab Z: Documentation of team member's Diversity, Equity and Inclusion Designation  |
| <input type="checkbox"/>            | Tab AA: Priority Letter from Rural Development   |
| <input type="checkbox"/>            | Tab AB: Social Disadvantage Certification  |



**A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT**

Application Date: **7/27/2023**

1. Development Name: **The ZeroPak - Phase 1**
2. Address (line 1): **536 North Cameron St**  
 Address (line 2):   
 City: **Winchester** State: **VA** Zip: **22601**
3. If complete address is not available, provide longitude and latitude coordinates (x,y) from a location on site that your surveyor deems appropriate. Longitude: **00.00000** Latitude: **00.00000**  
 (Only necessary if street address or street intersections are not available.)
4. The Circuit Court Clerk's office in which the deed to the development is or will be recorded:  
 City/County of **Winchester City**
5. The site overlaps one or more jurisdictional boundaries..... **FALSE**  
 If true, what other City/County is the site located in besides response to #4?.....
6. Development is located in the census tract of: **1.02**
7. Development is located in a **Qualified Census Tract**..... **TRUE** *Note regarding DDA and QCT*
8. Development is located in a **Difficult Development Area**..... **FALSE**
9. Development is located in a **Revitalization Area based on QCT** ..... **TRUE**
10. Development is located in a **Revitalization Area designated by resolution** ..... **FALSE**
11. Development is located in an **Opportunity Zone** (with a binding commitment for funding)..... **FALSE**  
 (If 9, 10 or 11 are True, **Action:** Provide required form in **TAB K1**)
12. Development is located in a census tract with a poverty rate of.....
 

	3%	10%	12%
	FALSE	FALSE	FALSE

**Enter only Numeric Values below:**

13. Congressional District: **6**
- Planning District: **7**
- State Senate District: **27**
- State House District: **29**

14. **ACTION:** Provide Location Map (**TAB K2**)

15. Development Description: In the space provided below, give a brief description of the proposed development

ZeroPak Apartments is the adaptive reuse of a historic apple storage facility into 122 units, which are a mix of 1-, 2-, and 3-bedroom units. All 122 units will be rented to families making 60% or less of the area median income. The property is less than .5 miles from Old Town and has a bus stop within 500 feet and multiple others within .5 miles. Amenities include a library, an exercise room, package receiving area, leasing office, and a community center, and each apartment will have in-unit washing machines and dryers, free internet access, microwaves, dishwashers, and storage facilities.

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

7/27/2023

16. Local Needs and Support

- a. Provide the name and the address of the chief executive officer (City Manager, Town Manager, or County Administrator of the political jurisdiction in which the development will be located:

Chief Executive Officer's Name: Dan Hoffman  
 Chief Executive Officer's Title: City Manager Phone: (540) 667-1815  
 Street Address: 15 N Cameron St  
 City: Winchester State: VA Zip: 22601

Name and title of local official you have discussed this project with who could answer questions for the local CEO:

- b. If the development overlaps another jurisdiction, please fill in the following:

Chief Executive Officer's Name:  
 Chief Executive Officer's Title: Phone:  
 Street Address:  
 City: State: Zip:

Name and title of local official you have discussed this project with who could answer questions for the local CEO:

**ACTION:** Provide Locality Notification Letter at **Tab M** if applicable.

**B. RESERVATION REQUEST INFORMATION**

**1. Requesting Credits From:**

a. If requesting 9% Credits, select credit pool:

[Empty text box]

or

b. If requesting Tax Exempt Bonds, select development type:

Adaptive Reuse

For Tax Exempt Bonds, where are bonds being issued?

VA Housing

**ACTION:** Provide Inducement Resolution at **TAB Y** (if available)

**Skip to Number 4 below.**

**2. Type(s) of Allocation/Allocation Year**

[Empty text box]

Definitions of types:

a. **Regular Allocation** means all of the buildings in the development are expected to be placed in service this calendar year, 2023.

b. **Carryforward Allocation** means all of the buildings in the development are expected to be placed in service within two years after the end of this calendar year, 2023, but the owner will have more than 10% basis in development before the end of twelve months following allocation of credits. For those buildings, the owner requests a carryforward allocation of 2023 credits pursuant to Section 47(h)(1)(F)

**3. Select Building Allocation type:**

[Empty text box]

**Note** regarding Type = Acquisition and Rehabilitation: Even if you acquired a building this year and "placed it in service" for the purpose of the acquisition credit, you cannot receive its acquisition 8609 form until the rehab 8609 is issued for that building.

4. Is this an additional allocation for a development that has buildings not yet placed in service? ..... FALSE

**5. Planned Combined 9% and 4% Developments**

a. A site plan has been submitted with this application indicating two developments on the same or contiguous site. One development relates to this 9% allocation request and the remaining development will be a 4% tax exempt bond application.

If true, provide name of companion development: [Empty text box]

a. Has the developer met with Virginia Housing regarding the 4% tax exempt bond deal? [Empty text box]

b. List below the number of units planned for each allocation request. **This stated split of units cannot be changed or 9% Credits will be cancel**

Total Units within 9% allocation request? 0

Total Units within 4% Tax Exempt allocation Request? 0

Total Units: 0

% of units in 4% Tax Exempt Allocation Request: 0.00%

**6. Extended Use Restriction**

**Note:** Each recipient of an allocation of credits will be required to record an **Extended Use Agreement** as required by the IRC governing the use of the development for low-income housing for at least 30 years. Applicant waives the right to pursue a Qualified Contract.

**Must Select One:** 50

**Definition of selection:**

Development will be subject to an extended use agreement of 35 additional years after the 15-year compliance period for a total of 50 years.

7. Virginia Housing would like to encourage the efficiency of electronic payments. Indicate if developer commits to submitting any payments due the Authority, including reservation fees and monitoring fees, by electronic payment (ACH or Wire). TRUE

*In 2023, Virginia Housing began using a new Rental Housing Invoicing Portal to allow easy payments via secure ACH transactions. An invoice for your application fee along with access information was provided in your development's assigned Procorem work center.*

**C. OWNERSHIP INFORMATION**

NOTE: Virginia Housing may allocate credits only to the tax-paying entity which owns the development at the time of the allocation. The term "Owner" herein refers to that entity. Please fill in the legal name of the owner. The ownership entity must be formed prior to submitting this application. Any transfer, direct or indirect, of partnership interests (except those involving the admission of limited partners) prior to the placed-in-service date of the proposed development shall be prohibited, unless the transfer is consented to by Virginia Housing in its sole discretion. **IMPORTANT: The Owner name listed on this page must exactly match the owner name listed on the Virginia State Corporation Commission Certification.**

**1. Owner Information:**

*Must be an individual or legally formed entity.*

Owner Name: ZeroPak Owner, LLC

Developer Name: ZeroPak Development, LLC

Contact: M/M ▶ Mr. First: John MI: A Last: Willingham

Address: 925 Meadow Ct

City: Winchester St. ▶ VA Zip: 22601

Phone: (540) 931-4655 Ext.          Fax:         

Email address: john@stoneridgecos.com

Federal I.D. No.          (If not available, obtain prior to Carryover Allocation.)

Select type of entity: ▶ Limited Liability Company Formation State: ▶ VA

Additional Contact: Please Provide Name, Email and Phone number.  
Rick Slagle, rslagle@aspengrovehousing.com, 410-960-7685

- ACTION:** a. Provide Owner's organizational documents (e.g. Partnership agreements and Developer Fee agreement) **(Mandatory TAB A)**  
 b. Provide Certification from Virginia State Corporation Commission **(Mandatory TAB B)**

**2. a. Principal(s) of the General Partner:** List names of individuals and ownership interest.

Names **	Phone	Type Ownership	% Ownership
John Willingham	(540) 931-4655	Manager	43.750%
Erik Wishneff	(703) 567-6923	Manager	43.750%
Rick Slagle	(410) 960-7685	Member	12.500%
			0.000%
			0.000%
			0.000%
			0.000%
			0.000%
			0.000%
			0.000%
			0.000%
			0.000%

The above should include 100% of the GP or LLC member interest.

**C. OWNERSHIP INFORMATION**

**\*\*** These should be the names of individuals who make up the General Partnership, not simply the names of entities which may comprise those components.

- ACTION:**
- a. Provide Principals' Previous Participation Certification (**Mandatory TAB C**)
  - b. Provide a chart of ownership structure (Org Chart) and a list of all LIHTC Developments within the last 15 years. (**Mandatory at TABS A/D**)

b. Indicate if at least one principal listed above with an ownership interest of at least 25% in the controlling general partner or managing member is a socially disadvantaged individual as defined in the manual. **FALSE**

**ACTION:** If true, provide Socially Disadvantaged Certification (**TAB AB**)

**3. Developer Experience:**

*May select one or more of the following choices:*

**FALSE** a. The development has an experienced sponsor (as defined in the manual) that has placed at least one LIHTC development in service in Virginia within the past 5 years.

**Action:** Provide one 8609 from qualifying development. (**Tab P**)

**FALSE** b. The development has an experienced sponsor (as defined in the manual) that has placed at least three (3) LIHTC developments in service in any state within the past 6 years (in addition to any development provided to qualify for option d. above)

**Action:** Provide one 8609 from each qualifying development. (**Tab P**)

**FALSE** c. Applicant is competing in the Local Housing Authority pool and partnering with an experienced sponsor (as defined in the manual), other than a local housing authority.

**Action:** Provide documentation as stated in the manual. (**Tab P**)

D. SITE CONTROL

**NOTE:** Site control by the Owner identified herein is a mandatory precondition of review of this application. Documentary evidence in the form of either a deed, option, purchase contract or lease for a term longer than the period of time the property will be subject to occupancy restrictions must be included herewith. (For 9% Competitive Credits - An option or contract must extend beyond the application deadline by a minimum of four months.)

**Warning:** Site control by an entity other than the Owner, even if it is a closely related party, is not sufficient. Anticipated future transfers to the Owner are not sufficient. The Owner, as identified previously, must have site control at the time this Application is submitted.

**NOTE:** If the Owner receives a reservation of credits, the property must be titled in the name of or leased by (pursuant to a long-term lease) the Owner before the allocation of credits is made.

Contact Virginia Housing before submitting this application if there are any questions about this requirement.

1. Type of Site Control by Owner:

Applicant controls site by (select one):

Select Type:  Option

Expiration Date: 7/24/2024

In the Option or Purchase contract - Any contract for the acquisition of a site with an existing residential property may not require an empty building as a condition of such contract, unless relocation assistance is provided to displaced households, if any, at such level required by Virginia Housing. See QAP for further details.

**ACTION:** Provide documentation and most recent real estate tax assessment - **Mandatory TAB E**

FALSE ..... There is more than one site for development and more than one form of site control.

(If **True**, provide documentation for each site specifying number of existing buildings on the site (if any), type of control of each site, and applicable expiration date of stated site control. A site control document is required for each site (**Tab E**.)

2. Timing of Acquisition by Owner:

Only one of the following statement should be True.

a.  FALSE ..... Owner already controls site by either deed or long-term lease.

b.  FALSE ..... Owner is to acquire property by deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than..... 00/00/0000 .

c.  TRUE ..... There is more than one site for development and more than one expected date of acquisition by Owner.

(If c is **True**, provide documentation for each site specifying number of existing buildings on the site, if any, and expected date of acquisition of each site by Owner (**Tab E**.)

**D. SITE CONTROL**

**3. Seller Information:**

Name: Cyrus Square, LLC

Address: 6704 Rivercrest Ct

City: Bethesda St.: MD Zip: 20816

Contact Person: Maryam Hashemian Phone: (240) 308-0932

**There is an identity of interest between the seller and the owner/applicant.....** FALSE

If above statement is **TRUE**, complete the following:

Principal(s) involved (e.g. general partners, controlling shareholders, etc.)

<u>Names</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%

**E. DEVELOPMENT TEAM INFORMATION**

Complete the following as applicable to your development team.

- Indicate Diversity, Equity and Inclusion (DEI) Designation if this team member is SWAM or Service Disabled Veteran as defined in manual.

**ACTION:** Provide copy of certification from Commonwealth of Virginia, if applicable - **TAB Z**

1. Tax Attorney:	<u>Kathryn Day</u>	This is a Related Entity.	<u>FALSE</u>
Firm Name:	<u>Klein Hornig LLP</u>	DEI Designation?	<u>FALSE</u>
Address:	<u>101 Arch St, Boston MA 02110</u>		
Email:	<u>kday@kleinhornig.com</u>	Phone:	<u>(617) 224-0627</u>
2. Tax Accountant:	<u>Jeff Nishita</u>	This is a Related Entity.	<u>FALSE</u>
Firm Name:	<u>Novogradic</u>	DEI Designation?	<u>FALSE</u>
Address:	<u>1160 Battery St, East Building, Suite 225, San Francisco, CA 94111</u>		
Email:	<u>jeff.nishita@novoco.com</u>	Phone:	<u>(415) 356-8081</u>
3. Consultant:	<u>Lisa Dall'Olio</u>	This is a Related Entity.	<u>FALSE</u>
Firm Name:	<u>Grove &amp; Dall'Olio Architects</u>	DEI Designation?	<u>FALSE</u>
Address:	<u>18 W. Bascawen St, Winchester, VA 22601</u>		
Email:	<u>lisa@gdaaia.com</u>	Role:	<u>Historic Consultant</u>
		Phone:	<u>(540) 773-2328</u>
4. Management Entity:	<u>Frank Mooney</u>	This is a Related Entity.	<u>FALSE</u>
Firm Name:	<u>Wesley Property Management Co</u>	DEI Designation?	<u>FALSE</u>
Address:	<u>5515 Cherokee Ave, Suite 200, Alexandria VA 22312</u>		
Email:	<u>fmooney@whdc.org</u>	Phone:	<u>(703) 642-3830</u>
5. Contractor:	<u>Taylor Davis</u>	This is a Related Entity.	<u>FALSE</u>
Firm Name:	<u>Morgan-Keller Construction</u>	DEI Designation?	<u>FALSE</u>
Address:	<u>70 Thomas Johnson Dr, Suite 200, Frederick MD 21702</u>		
Email:	<u>tdavid@morgankeller.com</u>	Phone:	<u>(240) 217-1538</u>
6. Architect:	<u>Erika Scharr</u>	This is a Related Entity.	<u>FALSE</u>
Firm Name:	<u>Kramer+Marks Architects</u>	DEI Designation?	<u>FALSE</u>
Address:	<u>270 S Main St, Ambler, PA 19002</u>		
Email:	<u>escharr@kramermarks.com</u>	Phone:	<u>(215) 654-7722</u>
7. Real Estate Attorney:	<u>Erik Hoffman</u>	This is a Related Entity.	<u>FALSE</u>
Firm Name:	<u>Klein Hornig LLP</u>	DEI Designation?	<u>FALSE</u>
Address:	<u>3125 G St NW, Suite 770, Washington DC 20005</u>		
Email:	<u>ehoffman@kleinhornig.com</u>	Phone:	<u>(202) 842-0125</u>
8. Mortgage Banker:	<u>Ryne Johnson</u>	This is a Related Entity.	<u>FALSE</u>
Firm Name:	<u>Astoria, LLC</u>	DEI Designation?	<u>FALSE</u>
Address:	<u>3450 Lady Marian Ct, Midlothian, VA 23113</u>		
Email:	<u>rynejohnson@astoriallc.com</u>	Phone:	<u>(804) 320-0585</u>
9. Other:	<u>David Frank</u>	This is a Related Entity.	<u>FALSE</u>
Firm Name:	<u>Pennoni</u>	DEI Designation?	<u>FALSE</u>
Address:	<u>117 East Piccadilly St, Winchester VA22601</u>		
Email:	<u>dfrank@pennoni.com</u>	Role:	
		Phone:	<u>(540) 771-2087</u>



**F. REHAB INFORMATION**

**1. Acquisition Credit Information**

- a. Credits are being requested for existing buildings being acquired for development..... **FALSE**  
**Action:** If true, provide an electronic copy of the Existing Condition Questionnaire and Appraisal
- b. This development has received a previous allocation of credits..... **FALSE**  
 If so, when was the most recent year that this development received credits? ..... **0**
- c. The development has been provided an acknowledgement letter from Rural Development regarding its preservation priority?..... **FALSE**
- d. This development is an existing RD or HUD S8/236 development..... **FALSE**  
**Action:** (If True, provide required form in **TAB Q**)

Note: If there is an identity of interest between the applicant and the seller in this proposal, and the applicant is seeking points in this category, then the applicant must either waive their rights to the developer's fee or other fees associated with acquisition, or obtain a waiver of this requirement from Virginia Housing prior to application submission to receive these points.

- i. Applicant agrees to waive all rights to any developer's fee or other fees associated with acquisition..... **FALSE**
- ii. Applicant has obtained a waiver of this requirement from Virginia Housing prior to the application submission deadline..... **FALSE**

**2. Ten-Year Rule For Acquisition Credits**

- a. All buildings satisfy the 10-year look-back rule of IRC Section 42 (d)(2)(B), including the 10% basis/\$15,000 rehab costs (\$10,000 for Tax Exempt Bonds) per unit requirement..... **FALSE**
- b. All buildings qualify for an exception to the 10-year rule under IRC Section 42(d)(2)(D)(i),..... **FALSE**
  - i. Subsection (I)..... **FALSE**
  - ii. Subsection (II)..... **FALSE**
  - iii. Subsection (III)..... **FALSE**
  - iv. Subsection (IV)..... **FALSE**
  - v. Subsection (V)..... **FALSE**
- c. The 10-year rule in IRC Section 42 (d)(2)(B) for all buildings does not apply pursuant to IRC Section 42(d)(6)..... **FALSE**
- d. There are different circumstances for different buildings..... **FALSE**  
**Action:** (If True, provide an explanation for each building in Tab K)

**F. REHAB INFORMATION**

**3. Rehabilitation Credit Information**

- a. Credits are being requested for rehabilitation expenditures..... **TRUE**
- b. **Minimum Expenditure Requirements**
  - i. All buildings in the development satisfy the rehab costs per unit requirement of IRS Section 42(e)(3)(A)(ii)..... **TRUE**
  - ii. All buildings in the development qualify for the IRC Section 42(e)(3)(B) exception to the 10% basis requirement (4% credit only)..... **FALSE**
  - iii. All buildings in the development qualify for the IRC Section 42(f)(5)(B)(ii)(II) exception..... **FALSE**
  - iv. There are different circumstances for different buildings..... **FALSE**  
**Action:** (If True, provide an explanation for each building in Tab K)

G. NONPROFIT INVOLVEMENT

<b>Applications for 9% Credits</b> - Section must be completed in order to compete in the Non Profit tax credit pool.
<b>All Applicants</b> - Section must be completed to obtain points for nonprofit involvement.

1. **Tax Credit Nonprofit Pool Applicants:** To qualify for the nonprofit pool, an organization (described in IRC Section 501(c)(3) or 501(c)(4) and exempt from taxation under IRC Section 501(a)) should answer the following questions as TRUE:

- FALSE a. Be authorized to do business in Virginia.
- FALSE b. Be substantially based or active in the community of the development.
- FALSE c. Materially participate in the development and operation of the development throughout the compliance period (i.e., regular, continuous and substantial involvement) in the operation of the development throughout the Compliance Period.
- FALSE d. Own, either directly or through a partnership or limited liability company, 100% of the general partnership or managing member interest.
- FALSE e. Not be affiliated with or controlled by a for-profit organization.
- FALSE f. Not have been formed for the principal purpose of competition in the Non Profit Pool.
- FALSE g. Not have any staff member, officer or member of the board of directors materially participate, directly or indirectly, in the proposed development as a for profit entity.

2. **All Applicants:** To qualify for points under the ranking system, the nonprofit's involvement need not necessarily satisfy all of the requirements for participation in the nonprofit tax credit pool.

A. Nonprofit Involvement (All Applicants)

There is nonprofit involvement in this development.....  FALSE (If false, skip to #3.)

**Action:** If there is nonprofit involvement, provide completed Non Profit Questionnaire (**Mandatory TAB I**).

B. Type of involvement:

Nonprofit meets eligibility requirement for points only, not pool.....  FALSE

or

Nonprofit meets eligibility requirements for nonprofit pool and points.....  FALSE

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is:

Name:

Contact Person:

Street Address:

City:  State:  Zip:

Phone:  Contact Email:

G. NONPROFIT INVOLVEMENT

D. Percentage of Nonprofit Ownership (All nonprofit applicants):
Specify the nonprofit entity's percentage ownership of the general partnership interest: 0.0%

3. Nonprofit/Local Housing Authority Purchase Option/Right of First Refusal

A. FALSE After the mandatory 15-year compliance period, a qualified nonprofit or local housing authority will have the option to purchase or the right of first refusal to acquire the development for a price not to exceed the outstanding debt and exit taxes. Such debt must be limited to the original mortgage(s) unless any refinancing is approved by the nonprofit. See manual for more specifics.

Action: Provide Option or Right of First Refusal in Recordable Form meeting Virginia Housing's specifications. (TAB V)
Provide Nonprofit Questionnaire (if applicable) (TAB I)

Name of qualified nonprofit: [Redacted]

or indicate true if Local Housing Authority..... FALSE

Name of Local Housing Authority [Redacted]

B. FALSE A qualified nonprofit or local housing authority submits a homeownership plan committing to sell the units in the development after the mandatory 15-year compliance period to tenants whose incomes shall not exceed the applicable income limit at the time of their initial occupancy.

Do not select if extended compliance is selected on Request Info Tab

Action: Provide Homeownership Plan (TAB N)

NOTE: Applicant is required to waive the right to pursue a Qualified Contract.

**H. STRUCTURE AND UNITS INFORMATION**

**1. General Information**

a. Total number of <b>all</b> units in development	122	bedrooms	189
Total number of <b>rental</b> units in development	122	bedrooms	189
Number of low-income rental units	122	bedrooms	189
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	0	bedrooms	0
Number of adaptive reuse units: .....	122	bedrooms	189
Number of rehab units:.....	0	bedrooms	0
c. If any, indicate number of planned exempt units (included in total of all units in development).....			0
d. Total Floor Area For The Entire Development.....			233,028.00 <small>(Sq. ft.)</small>
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....			1,749.00 <small>(Sq. ft.)</small>
f. Nonresidential Commercial Floor Area (Not eligible for funding).....			0.00
g. Total Usable Residential Heated Area.....			231,279.00 <small>(Sq. ft.)</small>
h. Percentage of Net Rentable Square Feet Deemed To Be <b>New Rental Space</b> .....			100.00%
i. Exact area of site in acres .....	4.207		
j. Locality has approved a final site plan or plan of development.....			TRUE
If <b>True</b> , Provide required documentation ( <b>TAB O</b> ).			
k. Requirement as of 2016: Site must be properly zoned for proposed development. <b>ACTION:</b> Provide required zoning documentation ( <b>MANDATORY TAB G</b> )			
l. Development is eligible for Historic Rehab credits.....			TRUE

**Definition:**

The structure is historic, by virtue of being listed individually in the National Register of Historic Places, or due to its location in a registered historic district and certified by the Secretary of the Interior as being of historical significance to the district, and the rehabilitation will be completed in such a manner as to be eligible for historic rehabilitation tax credits.

**H. STRUCTURE AND UNITS INFORMATION**

**2. UNIT MIX**

a. Specify the average size and number per unit type (as indicated in the Architect's Certification):

Note: Average sq foot should include the prorata of common space.

Unit Type	Average Sq Foot		# of LIHTC Units	Total Rental Units
Supportive Housing	0.00	SF	0	0
1 Story Eff - Elderly	0.00	SF	0	0
1 Story 1BR - Elderly	0.00	SF	0	0
1 Story 2BR - Elderly	0.00	SF	0	0
Eff - Elderly	0.00	SF	0	0
1BR Elderly	0.00	SF	0	0
2BR Elderly	0.00	SF	0	0
Eff - Garden	0.00	SF	0	0
1BR Garden	833.00	SF	61	61
2BR Garden	1147.00	SF	55	55
3BR Garden	1712.00	SF	6	6
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	0.00	SF	0	0
2+ Story 3BR Townhouse	0.00	SF	0	0
2+ Story 4BR Townhouse	0.00	SF	0	0
			122	122

Note: Please be sure to enter the values in the appropriate unit category. If not, errors will occur on the self scoresheet.

**3. Structures**

- a. Number of Buildings (containing rental units)..... 1
- b. Age of Structure:..... 107 years
- c. Maximum Number of stories:..... 6
- d. The development is a scattered site development..... FALSE

e. Commercial Area Intended Use:

f. Development consists primarily of : (Only One Option Below Can Be True)

- i. Low Rise Building(s) - (1-5 stories with any structural elements made of wood)..... FALSE
- ii. Mid Rise Building(s) - (5-7 stories with no structural elements made of wood)..... TRUE
- iii. High Rise Building(s) - (8 or more stories with no structural elements made of wood)..... FALSE

**H. STRUCTURE AND UNITS INFORMATION**

g. Indicate **True** for all development's structural features that apply:

i. Row House/Townhouse	<u>FALSE</u>	v. Detached Single-family	<u>FALSE</u>
ii. Garden Apartments	<u>TRUE</u>	vi. Detached Two-family	<u>FALSE</u>
iii. Slab on Grade	<u>FALSE</u>	vii. Basement	<u>TRUE</u>
iv. Crawl space	<u>TRUE</u>		

h. Development contains an elevator(s). TRUE  
 If true, # of Elevators. 3  
 Elevator Type (if known) hole-less hydraulic

i. Roof Type ▶ Flat  
 j. Construction Type ▶ Combination  
 k. Primary Exterior Finish ▶ Brick

**4. Site Amenities (indicate all proposed)**

a. Business Center.....	<u>FALSE</u>	f. Limited Access.....	<u>TRUE</u>
b. Covered Parking.....	<u>TRUE</u>	g. Playground.....	<u>FALSE</u>
c. Exercise Room.....	<u>TRUE</u>	h. Pool.....	<u>FALSE</u>
d. Gated access to Site.....	<u>FALSE</u>	i. Rental Office.....	<u>TRUE</u>
e. Laundry facilities.....	<u>FALSE</u>	j. Sports Activity Ct..	<u>FALSE</u>
		k. Other:	<u></u>

l. Describe Community Facilities: Community Room, fitness room, lounge, and library

m. Number of Proposed Parking Spaces 186  
 Parking is shared with another entity FALSE

n. Development located within 1/2 mile of an existing commuter rail, light rail or subway station or 1/4 mile from existing public bus stop. TRUE  
 If **True**, Provide required documentation (**TAB K3**).

**H. STRUCTURE AND UNITS INFORMATION**

**5. Plans and Specifications**

- a. **Minimum submission requirements for all properties (new construction, rehabilitation and adaptive reuse):**
  - i. A location map with development clearly defined.
  - ii. Sketch plan of the site showing overall dimensions of all building(s), major site elements (e.g., parking lots and location of existing utilities, and water, sewer, electric, gas in the streets adjacent to the site). Contour lines and elevations are not required.
  - iii. Sketch plans of all building(s) reflecting overall dimensions of:
    - a. Typical floor plan(s) showing apartment types and placement
    - b. Ground floor plan(s) showing common areas
    - c. Sketch floor plan(s) of typical dwelling unit(s)
    - d. Typical wall section(s) showing footing, foundation, wall and floor structure
 Notes must indicate basic materials in structure, floor and exterior finish.
  
- b. The following are due at reservation for Tax Exempt 4% Applications and at allocation for 9% Applications.
  - i. Phase I environmental assessment.
  - ii. Physical needs assessment for any rehab only development.

**NOTE:** All developments must meet Virginia Housing's **Minimum Design and Construction Requirements**. By signing and submitting the Application for Reservation of LIHTC, the applicant certifies that the proposed project budget, plans & specifications and work write-ups incorporate all necessary elements to fulfill these requirements.

**6. Market Study Data: (MANDATORY)**

Obtain the following information from the **Market Study** conducted in connection with this tax credit application:

Project Wide Capture Rate - LIHTC Units	7.30%
Project Wide Capture Rate - Market Units	
Project Wide Capture Rate - All Units	7.30%
Project Wide Absorption Period (Months)	6



**J. ENHANCEMENTS**

Each development must meet the following baseline energy performance standard applicable to the development's construction category.

- a. **New Construction:** must meet all criteria for EPA EnergyStar certification.
- b. **Rehabilitation:** renovation must result in at least a 30% performance increase or score an 80 or lower on the HERS Index.
- c. **Adaptive Reuse:** must score a 95 or lower on the HERS Index.

Certification and HERS Index score must be verified by a third-party, independent, non-affiliated, certified RESNET home energy rater.

Indicate **True** for the following items that apply to the proposed development:

**ACTION:** Provide RESNET rater certification (**TAB F**)

**ACTION:** Provide Internet Safety Plan and Resident Information Form (**Tab W**) if corresponding options selected below.

**REQUIRED:****1. For any development, upon completion of construction/rehabilitation:**

- |        |  |
|--------|--|
| TRUE   | a. A community/meeting room with a minimum of 749 square feet is provided.   |
| 55.97% | b1. Percentage of brick covering the exterior walls.   |
| 44.03% | b2. Percentage of Fiber Cement Board or other similar low-maintenance material approved by the Authority covering exterior walls. Community buildings are to be included in percentage calculations. |
| FALSE  | c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).  |
| TRUE   | d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.  |
| TRUE   | e. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.  |
|        | f. <i>Not applicable for 2022 Cycles</i>   |
| FALSE  | g. Each unit is provided free individual high speed internet access.   |
|        | or   |
| TRUE   | h. Each unit is provided free individual WiFi access.  |
| TRUE   | i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.   |
|        | or   |
| FALSE  | j. Full bath fans are equipped with a humidistat.  |
| FALSE  | k. Cooking surfaces are equipped with fire prevention features   |
|        | or   |
| TRUE   | l. Cooking surfaces are equipped with fire suppression features.   |
| FALSE  | m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.   |
|        | or   |
| TRUE   | n. All Construction types: each unit is equipped with a permanent dehumidification system.   |
| TRUE   | o. All interior doors within units are solid core.   |
| TRUE   | p. Every kitchen, living room and bedroom contains, at minimum, one USB charging port.   |
| TRUE   | q. All kitchen light fixtures are LED and meet MDCR lighting guidelines.   |
| 0%     | r. Percentage of development's on-site electrical load that can be met by a renewable energy electric system (for the benefit of the tenants)  |
| FALSE  | s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet.  |

**For all developments exclusively serving elderly tenants upon completion of construction/rehabilitation:**

**J. ENHANCEMENTS**

FALSE s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet.

**For all developments exclusively serving elderly tenants upon completion of construction/rehabilitation:**

FALSE a. All cooking ranges have front controls.

FALSE b. Bathrooms have an independent or supplemental heat source.

FALSE c. All entrance doors have two eye viewers, one at 42" inches and the other at standard height.

FALSE d. Each unit has a shelf or ledge outside the primary entry door located in an interior hallway.

**2. Green Certification**

a. Applicant agrees to meet the base line energy performance standard applicable to the development's construction category as listed above.

The applicant will also obtain one of the following:

FALSE Earthcraft Gold or higher certification

FALSE National Green Building Standard (NGBS) certification of Silver or higher.

FALSE U.S. Green Building Council LEED certification

TRUE Enterprise Green Communities (EGC) Certification

**If Green Certification is selected, no points will be awarded for d. Watersense Bathroom fixtures above.**

**Action:** If seeking any points associated Green certification, provide appropriate documentation at **TAB F**.

b. Applicant will pursue one of the following certifications to be awarded points on a future development application. (Failure to reach this goal will not result in a penalty.)

FALSE Zero Energy Ready Home Requirements

FALSE Passive House Standards

**3. Universal Design - Units Meeting Universal Design Standards (units must be shown on Plans)**


TRUE a. Architect of record certifies that units will be constructed to meet Virginia Housing's Universal Design Standards.

105 b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards:

86% of Total Rental Units

4.  FALSE Market-rate units' amenities are substantially equivalent to those of the low income units.

If not, please explain:

 Architect of Record initial here that the above information is accurate per certification statement within this application.

**I. UTILITIES**

1. Utilities Types:

- a. Heating Type Electric Forced Air
- b. Cooking Type Electric
- c. AC Type Central Air
- d. Hot Water Type Electric

2. Indicate True if the following services will be included in Rent:

- |                     |              |                |              |
|---------------------|--------------|----------------|--------------|
| Water?              | <u>TRUE</u>  | Heat?          | <u>FALSE</u> |
| Hot Water?          | <u>FALSE</u> | AC?            | <u>FALSE</u> |
| Lighting/ Electric? | <u>FALSE</u> | Sewer?         | <u>TRUE</u>  |
| Cooking?            | <u>FALSE</u> | Trash Removal? | <u>TRUE</u>  |

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	14	19	31	0
Air Conditioning	0	3	4	6	0
Cooking	0	16	19	24	0
Lighting	0	30	30	30	0
Hot Water	0	8	10	12	0
Water	0	0	0	0	0
Sewer	0	0	0	0	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$71	\$82	\$103	\$0

3. The following sources were used for Utility Allowance Calculation (Provide documentation **TAB R**).

- a. FALSE HUD
- b. FALSE Utility Company (Estimate)
- c. FALSE Utility Company (Actual Survey)
- d. FALSE Local PHA
- e. TRUE Other: MaGrann Associates

**Warning:** The Virginia Housing housing choice voucher program utility schedule shown on VirginiaHousing.com should not be used unless directed to do so by the local housing authority.

K. SPECIAL HOUSING NEEDS

NOTE: Any Applicant commits to providing first preference to members of targeted populations having state rental assistance and will not impose any eligibility requirements or lease terms for such individuals that are more restrictive than its standard requirements and terms, the terms of the MOU establishing the target population, or the eligibility requirements for the state rental assistance.

1. Accessibility: Indicate True for the following point categories, as appropriate.

Action: Provide appropriate documentation (Tab X)

FALSE

a. Any development in which (i) the greater of 5 units or 10% of units will be assisted by HUD project-based vouchers (as evidenced by the submission of a letter satisfactory to the Authority from an authorized public housing authority (PHA) that the development meets all prerequisites for such assistance), or another form of documented and binding federal project-based rent subsidies in order to ensure occupancy by extremely low-income persons. Locality project based rental subsidy meets the definition of state project based rental subsidy;

(ii) will conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act; and be actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part of the application for credits.

(iii) above must include roll-in showers, roll under sinks and front control ranges, unless agreed to by the Authority prior to the applicant's submission of its application.

Documentation from source of assistance must be provided with the application.

Note: Subsidies may apply to any units, not only those built to satisfy Section 504.

TRUE

b. Any development in which ten percent (10%) of the units (i) conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act and (ii) are actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part of the application for credits.

For items a or b, all common space must also conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act.

Architect of Record initial here that the above information is accurate per certification statement within this application.

2. Special Housing Needs/Leasing Preference:

a. If not general population, select applicable special population:

FALSE

Elderly (as defined by the United States Fair Housing Act.)

FALSE

Persons with Disabilities (must meet the requirements of the Federal Americans with Disabilities Act) - Accessible Supportive Housing Pool only

FALSE

Supportive Housing (as described in the Tax Credit Manual)

Action: Provide Permanent Supportive Housing Certification (Tab S)

K. SPECIAL HOUSING NEEDS

b. The development has existing tenants and a relocation plan has been developed..... FALSE
(If True, Virginia Housing policy requires that the impact of economic and/or physical displacement on those tenants be minimized, in which Owners agree to abide by the Authority's Relocation Guidelines for LIHTC properties.)

Action: Provide Relocation Plan and Unit Delivery Schedule (Mandatory if tenants are displaced - Tab J)

3. Leasing Preferences

a. Will leasing preference be given to applicants on a public housing waiting list and/or Section 8 waiting list? select: Yes

Organization which holds waiting list: Winchester Dept. of Social Services

Contact person: Nasser Rahimzadeh

Title: Deputy Director of Community Development

Phone Number: (540) 667-1815

Action: Provide required notification documentation (TAB L)

b. Leasing preference will be given to individuals and families with children..... FALSE
(Less than or equal to 20% of the units must have of 1 or less bedrooms).

c. Specify the number of low-income units that will serve individuals and families with children by providing three or more bedrooms: 6
% of total Low Income Units 5%

NOTE: Development must utilize a Virginia Housing Certified Management Agent. Proof of management certification must be provided before 8609s are issued.

Action: Provide documentation of tenant disclosure regarding Virginia Housing Rental Education (Mandatory - Tab U)

4. Target Population Leasing Preference

Unless prohibited by an applicable federal subsidy program, each applicant shall commit to provide a leasing preference to individuals (i) in a target population identified in a memorandum of understanding between the Authority and one or more participating agencies of the Commonwealth, (ii) having a voucher or other binding commitment for rental assistance from the Commonwealth, and (iii) referred to the development by a referring agent approved by the Authority. The leasing preference shall not be applied to more than ten percent (10%) of the units in the development at any given time. The applicant may not impose tenant selection criteria or leasing terms with respect to individuals receiving this preference that are more restrictive than the applicant's tenant selection criteria or leasing terms applicable to prospective tenants in the development that do not receive this preference, the eligibility criteria for the rental assistance from the Commonwealth, or any eligibility criteria contained in a memorandum of understanding between the Authority and one or more participating agencies of the Commonwealth.

Primary Contact for Target Population leasing preference. The agency will contact as needed.

First Name: Frank

Last Name: Mooney

Phone Number: (703) 642-3830

Email: fmooney@whdc.org

**K. SPECIAL HOUSING NEEDS**

**5. Resident Well-Being**      **Action:** Provide appropriate documentation for any selection below (**Tab S**)

- FALSE      a. Development has entered into a memorandum of understanding (approved by DBHDS) with a resident service provider for the provision of resident services (as defined in the manual).
- FALSE      b. Development will provide licensed childcare on-site with a preference and discount to residents or an equivalent subsidy for tenants to utilize licensed childcare of tenant's choice.
- FALSE      c. Development will provide tenants with free on-call, telephonic or virtual healthcare services with a licensed provider.

**6. Rental Assistance**

a. Some of the low-income units do or will receive rental assistance..... FALSE

b. Indicate True if rental assistance will be available from the following

- FALSE      Rental Assistance Demonstration (RAD) or other PHA conversion to based rental assistance.
- FALSE      Section 8 New Construction Substantial Rehabilitation
- FALSE      Section 8 Moderate Rehabilitation
- FALSE      Section 811 Certificates
- FALSE      Section 8 Project Based Assistance
- FALSE      RD 515 Rental Assistance
- FALSE      Section 8 Vouchers  
\*Administering Organization: \_\_\_\_\_
- FALSE      State Assistance  
\*Administering Organization: \_\_\_\_\_
- FALSE      Other: \_\_\_\_\_

c. The Project Based vouchers above are applicable to the 30% units seeking points.

FALSE

i. If True above, how many of the 30% units will not have project based vouchers? 0

d. Number of units receiving assistance: \_\_\_\_\_

How many years in rental assistance contract? \_\_\_\_\_

Expiration date of contract: \_\_\_\_\_

There is an Option to Renew..... FALSE

**Action:** Contract or other agreement provided (**TAB Q**).

e. How many of the units in this development are already considered Public Housing? 0

**L. UNIT DETAILS**

**1. Set-Aside Election:**

**UNITS SELECTED IN INCOME AND RENT DETERMINE POINTS FOR THE BONUS POINT CATEGORY**

Note: In order to qualify for any tax credits, a development must meet one of three minimum threshold occupancy tests. Either (i) at least 20% of the units must be rent-restricted and occupied by persons whose incomes are 50% or less of the area median income adjusted for family size (this is called the 20/50 test), (ii) at least 40% of the units must be rent-restricted and occupied by persons whose incomes are 60% or less of the area median income adjusted for family size (this is called the 40/60 test), or (iii) 40% or more of the units are both rent-restricted and occupied by persons whose income does not exceed the imputed income limitation designated in 10% increments between 20% to 80% of the AMI, and the average of the imputed income limitations collectively does not exceed 60% of the AMI (this is called the Average Income Test (AIT)). All occupancy tests are described in Section 42 of the IRC. Rent-and income-restricted units are known as low-income units. If you have more low-income units than required, you qualify for more credits. If you serve lower incomes than required, you receive more points under the ranking system.

**a. Units Provided Per Household Type:**


Income Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
0	0.00%	40% Area Median
0	0.00%	50% Area Median
122	100.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
122	100.00%	<b>Total</b>

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
0	0.00%	40% Area Median
0	0.00%	50% Area Median
122	100.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
122	100.00%	<b>Total</b>

- b. The development plans to utilize average income..... **FALSE**  
 If true, should the points based on the units assigned to the levels above **be waived** and therefore not required for compliance?  
 20-30% Levels **FALSE**      40% Levels **FALSE**      50% levels **FALSE**

**2. Unit Detail**      **FOR YOUR CONVENIENCE, COPY AND PASTE IS ALLOWED WITHIN UNIT MIX GRID**

In the following grid, add a row for each unique unit type planned within the development. Enter the appropriate data for both tax credit and market rate units.

 Architect of Record initial here that the information below is accurate per certification statement within this application.

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	60% AMI	61	10	833.00	\$1,013.00	\$61,793
Mix 2	2 BR - 2 Bath	60% AMI	55	4	1147.00	\$1,218.00	\$66,990
Mix 3	3 BR - 2 Bath	60% AMI	6	1	1712.00	\$1,400.00	\$8,400
Mix 4							\$0
Mix 5							\$0
Mix 6							\$0
Mix 7							\$0
Mix 8							\$0
Mix 9							\$0
Mix 10							\$0
Mix 11							\$0
Mix 12							\$0

**L. UNIT DETAILS**

Mix 17									\$0
Mix 18									\$0
Mix 19									\$0
Mix 20									\$0
Mix 21									\$0
Mix 22									\$0
Mix 23									\$0
Mix 24									\$0
Mix 25									\$0
Mix 26									\$0
Mix 27									\$0
Mix 28									\$0
Mix 29									\$0
Mix 30									\$0
Mix 31									\$0
Mix 32									\$0
Mix 33									\$0
Mix 34									\$0
Mix 35									\$0
Mix 36									\$0
Mix 37									\$0
Mix 38									\$0
Mix 39									\$0
Mix 40									\$0
Mix 41									\$0
Mix 42									\$0
Mix 43									\$0
Mix 44									\$0
Mix 45									\$0
Mix 46									\$0
Mix 47									\$0
Mix 48									\$0
Mix 49									\$0
Mix 50									\$0
Mix 51									\$0
Mix 52									\$0
Mix 53									\$0
Mix 54									\$0
Mix 55									\$0
Mix 56									\$0
Mix 57									\$0
Mix 58									\$0
Mix 59									\$0
Mix 60									\$0
Mix 61									\$0
Mix 62									\$0
Mix 63									\$0
Mix 64									\$0
Mix 65									\$0
Mix 66									\$0
Mix 67									\$0
Mix 68									\$0
Mix 69									\$0
Mix 70									\$0
Mix 71									\$0
Mix 72									\$0
Mix 73									\$0
Mix 74									\$0
Mix 75									\$0
Mix 76									\$0
Mix 77									\$0



**L. UNIT DETAILS**

Mix 78							\$0
Mix 79							\$0
Mix 80							\$0
Mix 81							\$0
Mix 82							\$0
Mix 83							\$0
Mix 84							\$0
Mix 85							\$0
Mix 86							\$0
Mix 87							\$0
Mix 88							\$0
Mix 89							\$0
Mix 90							\$0
Mix 91							\$0
Mix 92							\$0
Mix 93							\$0
Mix 94							\$0
Mix 95							\$0
Mix 96							\$0
Mix 97							\$0
Mix 98							\$0
Mix 99							\$0
Mix 100							\$0
<b>TOTALS</b>			122	15			\$137,183

<b>Total Units</b>	<b>122</b>	<b>Net Rentable SF:</b>	<b>TC Units</b>	<b>124,170.00</b>
			<b>MKT Units</b>	<b>0.00</b>
			<b>Total NR SF:</b>	<b>124,170.00</b>

<b>Floor Space Fraction (to 7 decimals)</b>	<b>100.00000%</b>
---	-------------------

**M. OPERATING EXPENSES**

**Administrative:**

Use Whole Numbers Only!

1. Advertising/Marketing			\$12,000
2. Office Salaries			\$0
3. Office Supplies			\$2,500
4. Office/Model Apartment	(type _____)		\$0
5. Management Fee			\$84,258
<u>5.50%</u> of EGI	<u>\$690.64</u>	Per Unit	
6. Manager Salaries			\$120,000
7. Staff Unit (s)	(type _____)		\$0
8. Legal			\$12,000
9. Auditing			\$16,500
10. Bookkeeping/Accounting Fees			\$0
11. Telephone & Answering Service			\$12,000
12. Tax Credit Monitoring Fee			\$4,270
13. Miscellaneous Administrative			\$2,000
<b>Total Administrative</b>			<b>\$265,528</b>

**Utilities**

14. Fuel Oil			\$0
15. Electricity			\$39,000
16. Water			\$41,000
17. Gas			\$35,000
18. Sewer			\$40,000
<b>Total Utility</b>			<b>\$155,000</b>

**Operating:**

19. Janitor/Cleaning Payroll			\$50,000
20. Janitor/Cleaning Supplies			\$10,000
21. Janitor/Cleaning Contract			\$10,000
22. Exterminating			\$10,000
23. Trash Removal			\$15,000
24. Security Payroll/Contract			\$12,000
25. Grounds Payroll			\$0
26. Grounds Supplies			\$5,000
27. Grounds Contract			\$0
28. Maintenance/Repairs Payroll			\$50,000
29. Repairs/Material			\$7,500
30. Repairs Contract			\$0
31. Elevator Maintenance/Contract			\$18,000
32. Heating/Cooling Repairs & Maintenance			\$12,000
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$4,000
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$7,500
37. Miscellaneous			\$43,920
<b>Totals Operating &amp; Maintenance</b>			<b>\$254,920</b>

**M. OPERATING EXPENSES**

**Taxes & Insurance**

38. Real Estate Taxes	\$6,000
39. Payroll Taxes	\$23,500
40. Miscellaneous Taxes/Licenses/Permits	\$3,000
41. Property & Liability Insurance	\$45,000
42. Fidelity Bond	\$0
43. Workman's Compensation	\$5,000
44. Health Insurance & Employee Benefits	\$25,000
45. Other Insurance	\$0
<b>Total Taxes &amp; Insurance</b>	<b>\$107,500</b>
<b>Total Operating Expense</b>	<b>\$782,948</b>

**Total Operating Expenses Per Unit** \$6,418 **C. Total Operating Expenses as % of EGI** 51.11%

**Replacement Reserves** (Total # Units X \$300 or \$250 New Const. Elderly Minimum) \$36,600

<b>Total Expenses</b>	<b>\$819,548</b>
-----------------------	------------------

**ACTION:** Provide Documentation of Operating Budget at **Tab R** if applicable.

**N. PROJECT SCHEDULE**

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
<b>1. SITE</b>		
a. Option/Contract		
b. Site Acquisition	12/31/2023	John Willingham
c. Zoning Approval	1/23/2023	John Willingham
d. Site Plan Approval	1/28/2023	John Willingham
<b>2. Financing</b>		
<b>a. Construction Loan</b>		
i. Loan Application	2/1/2023	Rick Slagle
ii. Conditional Commitment		
iii. Firm Commitment	10/19/2023	Rick Slagle
<b>b. Permanent Loan - First Lien</b>		
i. Loan Application	2/1/2023	Rick Slagle
ii. Conditional Commitment		
iii. Firm Commitment	10/19/2023	Rick Slagle
<b>c. Permanent Loan-Second Lien</b>		
i. Loan Application		
ii. Conditional Commitment		
iii. Firm Commitment		
<b>d. Other Loans &amp; Grants</b>		
i. Type & Source, List	NSVRC PDC Housing	Rick Slagle
ii. Application	1/5/2023	Rick Slagle
iii. Award/Commitment	3/30/2023	Rick Slagle
<b>2. Formation of Owner</b>	10/26/2021	John Willingham
<b>3. IRS Approval of Nonprofit Status</b>	N/A	
<b>4. Closing and Transfer of Property to Owner</b>	12/31/2023	John Willingham
<b>5. Plans and Specifications, Working Drawings</b>	2/1/2023	John Willingham
<b>6. Building Permit Issued by Local Government</b>	12/15/2023	John Willingham
<b>7. Start Construction</b>	1/1/2024	John Willingham
<b>8. Begin Lease-up</b>	11/1/2024	Rick Slagle
<b>9. Complete Construction</b>	3/1/2025	John Willingham
<b>10. Complete Lease-Up</b>	9/1/2025	Rick Slagle
<b>11. Credit Placed in Service Date</b>	1/1/2025	Rick Slagle

**O. PROJECT BUDGET - HARD COSTS**

**Cost/Basis/Maximum Allowable Credit**

Complete cost column and basis column(s) as appropriate

To select exclusion of allowable line items from Total Development Costs used in Cost limit calculations, select X in yellow box to the left.

Note: Attorney must opine, among other things, as to correctness of the inclusion of each cost item in eligible basis, type of credit and numerical calculations included in Project Budget.

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
<b>Must Use Whole Numbers Only!</b>				
<b>1. Contractor Cost</b>				
a. Unit Structures (New)	23,600,656	0	23,600,656	0
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
<input type="checkbox"/> e. Structured Parking Garage	0	0	0	0
<b>Total Structure</b>	23,600,656	0	23,600,656	0
f. Earthwork	150,000	0	0	0
g. Site Utilities	50,000	0	50,000	0
<input type="checkbox"/> h. Renewable Energy	0	0	0	0
i. Roads & Walks	362,279	0	262,279	0
j. Site Improvements	85,487	0	85,487	0
k. Lawns & Planting	15,000	0	15,000	0
l. Engineering	37,500	0	37,500	0
m. Off-Site Improvements	0	0	0	0
n. Site Environmental Mitigation	916,270	0	641,389	0
o. Demolition	1,422,418	0	711,209	0
p. Site Work	200,000	0	0	0
q. Other Site work	0	0	0	0
<b>Total Land Improvements</b>	3,238,954	0	1,802,864	0
<b>Total Structure and Land</b>	26,839,610	0	25,403,520	0
r. General Requirements	1,025,207	0	1,025,207	0
s. Builder's Overhead	534,992	0	534,992	0
( 2.0% Contract)				
t. Builder's Profit	576,001	0	576,001	0
( 2.1% Contract)				
u. Bonds	0	0	0	0
v. Building Permits	0	0	0	0
w. Special Construction	0	0	0	0
x. Special Equipment	0	0	0	0
y. Other 1: Builders Risk	152,761	0	152,761	0
z. Other 2: General Liability/SDI	361,073	0	361,073	0
aa. Other 3: LOC	74,566	0	74,566	0
<b>Contractor Costs</b>	<b>\$29,564,210</b>	<b>\$0</b>	<b>\$28,128,120</b>	<b>\$0</b>

**O. PROJECT BUDGET - OWNER COSTS**

To select exclusion of allowable line items from Total Development Costs used in Cost limit calculations, select X in yellow box to the left

MUST USE WHOLE NUMBERS ONLY! Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
<b>2. Owner Costs</b>				
a. Building Permit	37,285	0	37,285	0
b. Architecture/Engineering Design Fee \$10,006 /Unit)	1,220,738	0	1,220,738	0
c. Architecture Supervision Fee \$1,662 /Unit)	202,727	0	202,727	0
d. Tap Fees	130,000	0	130,000	0
e. Environmental	20,000	0	20,000	0
f. Soil Borings	0	0	0	0
g. Green Building (Earthcraft, LEED, etc.)	62,750	0	62,750	0
h. Appraisal	10,000	0	10,000	0
i. Market Study	7,700	0	0	0
j. Site Engineering / Survey	41,000	0	41,000	0
k. Construction/Development Mgt	40,000	0	40,000	0
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	136,375	0	0	0
n. Construction Interest ( 5.9% for 21 months)	1,412,308	0	792,808	0
o. Taxes During Construction	10,197	0	10,197	0
p. Insurance During Construction	0	0	0	0
q. Permanent Loan Fee ( 0.5% )	50,900	0	0	0
r. Other Permanent Loan Fees	0	0	0	0
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	15,000	0	0	0
u. Accounting	10,000	0	0	0
v. Title and Recording	20,000	0	10,000	0
w. Legal Fees for Closing	185,000	0	92,500	0
x. Mortgage Banker	117,400	0	0	0
y. Tax Credit Fee	110,586			
z. Tenant Relocation	0	0	0	0
aa. Fixtures, Furnitures and Equipment	525,000	0	525,000	0
ab. Organization Costs	5,000	0	0	0
ac. Operating Reserve	680,000	0	0	0
ad. Contingency	4,400,000	0	2,860,000	0
ae. Security	0	0	0	0
af. Utilities	0	0	0	0

**O. PROJECT BUDGET - OWNER COSTS**

ag. Servicing Reserve	0			
(1) Other* specify: Construction Bond LOC	120,000	0	120,000	0
(2) Other* specify: Marketing/Lease Up	50,000	0	0	0
(3) Other* specify: Soft Cost Contingency	350,000	0	200,000	0
(4) Other* specify: Investor Fee	50,000	0	0	0
(5) Other * specify:	0	0	0	0
(6) Other* specify:	0	0	0	0
(7) Other* specify:	0	0	0	0
(8) Other* specify:	0	0	0	0
(9) Other* specify:	0	0	0	0
<b>Owner Costs Subtotal (Sum 2A..2(10))</b>	<b>\$10,019,966</b>	<b>\$0</b>	<b>\$6,375,005</b>	<b>\$0</b>
<b>Subtotal 1 + 2</b> (Owner + Contractor Costs)	<b>\$39,584,176</b>	<b>\$0</b>	<b>\$34,503,125</b>	<b>\$0</b>
<b>3. Developer's Fees</b> <b>Action:</b> Provide Developer Fee Agreement (Tab A)	<b>3,718,574</b>	<b>0</b>	<b>3,000,000</b>	<b>0</b>
<b>4. Owner's Acquisition Costs</b>				
Land	862,000			
Existing Improvements	661,000	661,000		
Subtotal 4:	\$1,523,000	\$661,000		
<b>5. Total Development Costs</b>				
Subtotal 1+2+3+4:	\$44,825,750	\$661,000	\$37,503,125	\$0

If this application seeks rehab credits only, in which there is no acquisition and **no change in ownership**, enter the greater of appraised value or tax assessment value here:

(Provide documentation at **Tab E**)

\$0	Land
\$0	Building

**Maximum Developer Fee:**

**\$3,718,574**

Proposed Development's Cost per Sq Foot  
Applicable Cost Limit by Square Foot:

\$186 **Meets Limits**  
\$328

Proposed Development's Cost per Unit  
Applicable Cost Limit per Unit:

\$354,941 **Proposed Cost per Unit exceeds limit**  
\$315,423

**P. ELIGIBLE BASIS CALCULATION**

Item	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):			
	(A) Cost	"30 % Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
<b>1. Total Development Costs</b>	44,825,750	661,000	37,503,125	0
<b>2. Reductions in Eligible Basis</b>				
a. Amount of federal grant(s) used to finance qualifying development costs		0	0	0
b. Amount of nonqualified, nonrecourse financing		0	0	0
c. Costs of nonqualifying units of higher quality (or excess portion thereof)		0	0	0
d. Historic Tax Credit (residential portion)		0	7,397,098	0
<b>3. Total Eligible Basis (1 - 2 above)</b>		661,000	30,106,027	0
<b>4. Adjustment(s) to Eligible Basis (For non-acquisition costs in eligible basis)</b>				
a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i>			9,031,808	0
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)			0	0
c. For Green Certification (Eligible Basis x 10%)				0
<b>Total Adjusted Eligible basis</b>			39,137,835	0
<b>5. Applicable Fraction</b>		100.00000%	100.00000%	100.00000%
<b>6. Total Qualified Basis (Eligible Basis x Applicable Fraction)</b>		661,000	39,137,835	0
<b>7. Applicable Percentage</b>		0.00%	4.00%	9.00%
<i>(Beginning in 2021, All Tax Exempt requests should use the standard 4% rate and all 9% requests should use the standard 9% rate.)</i>				
<b>8. Maximum Allowable Credit under IRC §42 (Qualified Basis x Applicable Percentage)</b>		\$0	\$1,565,513	\$0
<i>(Must be same as BIN total and equal to or less than credit amount allowed)</i>			\$1,565,513 Combined 30% & 70% P. V. Credit	



**Q. SOURCES OF FUNDS**

**Action:** Provide Documentation for all Funding Sources at **Tab T**

**1. Construction Financing:** List individually the sources of construction financing, including any such loans financed through grant sources:

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1.	VA Housing Tax Exempt B	02/01/23	10/19/23	\$21,500,000	Ryne Johnson
2.	NSVRC PDC Housing	01/05/23	03/30/23	\$1,250,000	Alex Gearin
3.					
Total Construction Funding:				\$22,750,000	

**2. Permanent Financing:** List individually the sources of all permanent financing in order of lien position:

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
1.	VA Housing Tax Exempt B	2/1/2023	10/19/2023	\$6,500,000	\$427,238	5.66%	35	35
2.	REACH PLUS	2/1/2023	10/19/2023	\$1,250,000	\$49,305	1.95%	35	35
3.	REACH	2/1/2023	10/19/2023	\$2,250,000	\$118,741	3.95%	35	35
4.	NSVRC PDC Housing	1/5/2023	3/30/2023	\$1,250,000		0.00%	N/A	35
5.								
6.								
7.								
8.								
9.								
10.								
Total Permanent Funding:				\$11,250,000	\$595,284			

**3. Grants:** List all grants provided for the development:

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1.					
2.					
3.					
4.					
5.					
6.					
Total Permanent Grants:				\$0	

**Q. SOURCES OF FUNDS**

**4. Subsidized Funding**

	Source of Funds	Date of Commitment	Amount of Funds
1.	NSVRC PDC Housing	3/30/2023	\$1,250,000
2.			
3.			
4.			
5.			
Total Subsidized Funding			\$1,250,000

**5. Recap of Federal, State, and Local Funds**

Portions of the sources of funds described above for the development are financed directly or indirectly with Federal, State, or Local Government Funds..... **FALSE**

If above is **True**, then list the amount of money involved by all appropriate types.

Below-Market Loans

TE: See Below For 50% Test Status

a.	Tax Exempt Bonds	\$21,500,000
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	Virginia Housing REACH Funds	\$3,500,000
g.	HOME Funds	\$0
h.	Choice Neighborhood	\$0
i.	National Housing Trust Fund	\$0
j.	Virginia Housing Trust Fund	\$0
k.	Other:	\$1,250,000
	NSVRC PDC Housing	
l.	Other:	\$0

Market-Rate Loans

a.	Taxable Bonds	\$0
b.	Section 220	\$0
c.	Section 221(d)(3)	\$0
d.	Section 221(d)(4)	\$0
e.	Section 236	\$0
f.	Section 223(f)	\$0
g.	Other:	\$0

Grants\*

a.	CDBG	\$0
b.	UDAG	\$0

Grants

c.	State	
d.	Local	
e.	Other:	

\*This means grants to the partnership. If you received a loan financed by a locality which received one of the listed grants, please list it in the appropriate loan column as "other" and describe the applicable grant program which funded it.

**Q. SOURCES OF FUNDS**

**6. For Transactions Using Tax-Exempt Bonds Seeking 4% Credits:**

For purposes of the 50% Test, and based only on the data entered to this application, the portion of the aggregate basis of buildings and land financed with tax-exempt funds is: **55.09%**

7. Some of the development's financing has credit enhancements..... **FALSE**

If **True**, list which financing and describe the credit enhancement:

\_\_\_\_\_  
\_\_\_\_\_

**8. Other Subsidies** **Action:** Provide documentation (**Tab Q**)

a. **TRUE** Real Estate Tax Abatement on the increase in the value of the development.

b. **FALSE** **New** project based subsidy from HUD or Rural Development for the greater of 5 or 10% of the units in the development.

c. **FALSE** Other \_\_\_\_\_

9. A HUD approval for transfer of physical asset is required..... **FALSE**

**R. EQUITY**

**1. Equity**

a. Portion of Syndication Proceeds Attributable to Historic Tax Credit					
Amount of Federal historic credits	\$7,397,098	x Equity \$	\$0.820	=	\$6,065,620
Amount of Virginia historic credits	\$9,246,373	x Equity \$	\$0.780	=	\$7,212,171
b. Equity that Sponsor will Fund:					
i. Cash Investment	\$0				
ii. Contributed Land/Building	\$0				
iii. Deferred Developer Fee	\$36,501	(Note: Deferred Developer Fee cannot be negative.)			
iv. Other: VA Housing Op LIHTC Equity	\$7,424,258				
<b>ACTION:</b> If Deferred Developer Fee is greater than 50% of overall Developer Fee, provide a cash flow statement showing payoff within 15 years at <b>TAB A.</b>					
<b>Equity Total</b>	<b>\$7,460,759</b>				

**2. Equity Gap Calculation**

a. Total Development Cost	\$44,825,750
b. Total of Permanent Funding, Grants and Equity	- \$31,988,550
c. Equity Gap	\$12,837,200
d. Developer Equity	- \$1,281
e. Equity gap to be funded with low-income tax credit proceeds	\$12,835,919

**3. Syndication Information (If Applicable)**

a. Actual or Anticipated Name of Syndicator:

Contact Person:  Phone:

Street Address:

City:  State:  Zip:

b. Syndication Equity

i. Anticipated Annual Credits	\$1,565,513.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.820
iii. Percent of ownership entity (e.g., 99% or 99.9%)	99.99000%
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)	\$0
v. Net credit amount anticipated by user of credits	\$1,565,356
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$12,835,919

c. Syndication:

d. Investors:

**4. Net Syndication Amount**

Which will be used to pay for Total Development Costs \$12,835,919

**5. Net Equity Factor**

Must be equal to or greater than 85% 81.9999752175%

**S. DETERMINATION OF RESERVATION AMOUNT NEEDED**

The following calculation of the amount of credits needed is substantially the same as the calculation which will be made by Virginia Housing to determine, as required by the IRC, the amount of credits which may be allocated for the development. However, Virginia Housing at all times retains the right to substitute such information and assumptions as are determined by Virginia Housing to be reasonable for the information and assumptions provided herein as to costs (including development fees, profits, etc.), sources for funding, expected equity, etc. Accordingly, if the development is selected by Virginia Housing for a reservation of credits, the amount of such reservation may differ significantly from the amount you compute below.

1. Total Development Costs		<u>\$44,825,750</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$31,988,550</u>
3. Equals Equity Gap		<u>\$12,837,200</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>81.9999752175%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$15,655,127</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$1,565,513</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$1,565,513</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$1,565,513</u>
	For 70% PV Credit:	<u>\$0</u>
Credit per LI Units	<u>\$12,832.0738</u>	
Credit per LI Bedroom	<u>\$8,283.1376</u>	
	<b>Combined 30% &amp; 70% PV Credit Requested</b>	<b>\$1,565,513</b>

9. **Action:** Provide Attorney’s Opinion (**Mandatory Tab H**)

**T. CASH FLOW**

**1. Revenue**

Indicate the estimated monthly income for the **Low-Income Units** (based on Unit Details tab):

Total Monthly Rental Income for LIHTC Units	\$137,183
Plus Other Income Source (list): <u>App Fees, vending</u>	\$90
Equals Total Monthly Income:	\$137,273
Twelve Months	x12
Equals Annual Gross Potential Income	\$1,647,276
Less Vacancy Allowance <u>7.0%</u>	\$115,309
<b>Equals Annual Effective Gross Income (EGI) - Low Income Units</b>	<b>\$1,531,967</b>

**2. Indicate the estimated monthly income for the Market Rate Units** (based on Unit Details tab):

Total Monthly Income for Market Rate Units:	\$0
Plus Other Income Source (list): <u></u>	\$0
Equals Total Monthly Income:	\$0
Twelve Months	x12
Equals Annual Gross Potential Income	\$0
Less Vacancy Allowance <u>0.0%</u>	\$0
<b>Equals Annual Effective Gross Income (EGI) - Market Rate Units</b>	<b>\$0</b>

**Action:** Provide documentation in support of Operating Budget (**TAB R**)

**3. Cash Flow (First Year)**

a. Annual EGI Low-Income Units	\$1,531,967
b. Annual EGI Market Units	\$0
c. Total Effective Gross Income	\$1,531,967
d. Total Expenses	\$819,548
e. Net Operating Income	\$712,419
f. Total Annual Debt Service	\$595,284
g. Cash Flow Available for Distribution	\$117,135

**T. CASH FLOW**

4. Projections for Financial Feasibility - 15 Year Projections of Cash Flow

	Stabilized Year 1	Year 2	Year 3	Year 4	Year 5
Eff. Gross Income	1,531,967	1,562,606	1,593,858	1,625,735	1,658,250
Less Oper. Expenses	819,548	844,134	869,458	895,542	922,408
Net Income	712,419	718,472	724,400	730,193	735,842
Less Debt Service	595,284	595,284	595,284	595,284	595,284
Cash Flow	117,135	123,188	129,116	134,909	140,558
Debt Coverage Ratio	1.20	1.21	1.22	1.23	1.24

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	1,691,415	1,725,243	1,759,748	1,794,943	1,830,842
Less Oper. Expenses	950,081	978,583	1,007,941	1,038,179	1,069,324
Net Income	741,334	746,660	751,808	756,764	761,518
Less Debt Service	595,284	595,284	595,284	595,284	595,284
Cash Flow	146,050	151,376	156,524	161,480	166,234
Debt Coverage Ratio	1.25	1.25	1.26	1.27	1.28

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	1,867,459	1,904,808	1,942,904	1,981,762	2,021,397
Less Oper. Expenses	1,101,404	1,134,446	1,168,479	1,203,534	1,239,640
Net Income	766,055	770,362	774,425	778,228	781,758
Less Debt Service	595,284	595,284	595,284	595,284	595,284
Cash Flow	170,771	175,078	179,141	182,944	186,474
Debt Coverage Ratio	1.29	1.29	1.30	1.31	1.31

Estimated Annual Percentage Increase in Revenue 2.00% (Must be < 2%)  
 Estimated Annual Percentage Increase in Expenses 3.00% (Must be > 3%)

**U. Building-by-Building Information**

Must Complete

Qualified basis must be determined on a building-by building basis. Complete the section below. Building street addresses are required by the IRS (must have them by the time of allocation request).

Number of BINS: 5

Total Qualified Basis should equal total on Elig Basis Tab

**FOR YOUR CONVENIENCE, COPY AND PASTE IS ALLOWED WITHIN BUILDING GRID**

Bldg #	BIN if known	NUMBER OF		Please help us with the process: <b>DO NOT use the CUT feature</b> <b>DO NOT SKIP LINES BETWEEN BUILDINGS</b>				30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit							
		TAX CREDIT UNITS	MARKET RATE UNITS					Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount				
		Street Address 1	Street Address 2	City	State	Zip																	
1.	6	0	536 N Cameron St, Building B		Winchester	VA	22601			4.00%	\$0	\$1,924,811	11/01/24	4.00%	\$76,992					\$0			
2.	30	0	536 N Cameron St, Building C		Winchester	VA	22601			4.00%	\$0	\$9,624,057	11/01/24	4.00%	\$384,962					\$0			
3.	43	0	536 N Cameron St, Building D		Winchester	VA	22601			4.00%	\$0	\$13,794,482	01/01/25	4.00%	\$551,779					\$0			
4.	38	0	536 N Cameron St, Building E		Winchester	VA	22601			4.00%	\$0	\$12,190,473	03/01/25	4.00%	\$487,619					\$0			
5.	5	0	536 N Cameron St, Building F		Winchester	VA	22601			4.00%	\$0	\$1,604,012	03/01/25	4.00%	\$64,160					\$0			
6.											\$0				\$0					\$0			
7.											\$0				\$0					\$0			
8.											\$0				\$0					\$0			
9.											\$0				\$0					\$0			
10.											\$0				\$0					\$0			
11.											\$0				\$0					\$0			
12.											\$0				\$0					\$0			
13.											\$0				\$0					\$0			
14.											\$0				\$0					\$0			
15.											\$0				\$0					\$0			
16.											\$0				\$0					\$0			
17.											\$0				\$0					\$0			
18.											\$0				\$0					\$0			
19.											\$0				\$0					\$0			
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21.											\$0				\$0					\$0			
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23.											\$0				\$0					\$0			
24.											\$0				\$0					\$0			
25.											\$0				\$0					\$0			
26.											\$0				\$0					\$0			
27.											\$0				\$0					\$0			
28.											\$0				\$0					\$0			
29.											\$0				\$0					\$0			
30.											\$0				\$0					\$0			
31.											\$0				\$0					\$0			
32.											\$0				\$0					\$0			
33.											\$0				\$0					\$0			
34.											\$0				\$0					\$0			
35.											\$0				\$0					\$0			
122		0 If development has more than 35 buildings, contact Virginia Housing.																					
		Totals from all buildings																					
								\$0					\$39,137,835					\$0					\$0
												\$0					\$1,565,513					\$0	

Number of BINS: 5



**V. STATEMENT OF OWNER**

The undersigned hereby acknowledges the following:


1. that, to the best of its knowledge and belief, all factual information provided herein or in connection herewith is true and correct, and all estimates are reasonable.
2. that it will at all times indemnify and hold harmless Virginia Housing and its assigns against all losses, costs, damages, Virginia Housing's expenses, and liabilities of any nature directly or indirectly resulting from, arising out of, or relating to Virginia Housing's acceptance, consideration, approval, or disapproval of this reservation request and the issuance or nonissuance of an allocation of credits, grants and/or loan funds in connection herewith.
3. that points will be assigned only for representations made herein for which satisfactory documentation is submitted herewith and that no revised representations may be made in connection with this application once the deadline for applications has passed.
4. that this application form, provided by Virginia Housing to applicants for tax credits, including all sections herein relative to basis, credit calculations, and determination of the amount of the credit necessary to make the development financially feasible, is provided only for the convenience of Virginia Housing in reviewing reservation requests; that completion hereof in no way guarantees eligibility for the credits or ensures that the amount of credits applied for has been computed in accordance with IRC requirements; and that any notations herein describing IRC requirements are offered only as general guides and not as legal authority.
5. that the undersigned is responsible for ensuring that the proposed development will be comprised of qualified low-income buildings and that it will in all respects satisfy all applicable requirements of federal tax law and any other requirements imposed upon it by Virginia Housing prior to allocation, should one be issued.
6. that the undersigned commits to providing first preference to members of targeted populations having state rental assistance and will not impose any eligibility requirements or lease terms terms for such individuals that are more restrictive than its standard requirements and terms, the terms of the MOU establishing the target population, or the eligibility requirements for the state rental assistance.
7. that, for the purposes of reviewing this application, Virginia Housing is entitled to rely upon representations of the undersigned as to the inclusion of costs in eligible basis and as to all of the figures and calculations relative to the determination of qualified basis for the development as a whole and/or each building therein individually as well as the amounts and types of credit applicable thereof, but that the issuance of a reservation based on such representation in no way warrants their correctness or compliance with IRC requirements.
8. that Virginia Housing may request or require changes in the information submitted herewith, may substitute its own figures which it deems reasonable for any or all figures provided herein by the undersigned and may reserve credits, if any, in an amount significantly different from the amount requested.
9. that reservations of credits are not transferable without prior written approval by Virginia Housing at its sole discretion.

V. STATEMENT OF OWNER

- 10. that the requirements for applying for the credits and the terms of any reservation or allocation thereof are subject to change at any time by federal or state law, federal, state or Virginia Housing regulations, or other binding authority.
- 11. that reservations may be made subject to certain conditions to be satisfied prior to allocation and shall in all cases be contingent upon the receipt of a nonrefundable application fee of \$1000 and a nonrefundable reservation fee equal to 7% of the annual credit amount reserved.
- 12. that a true, exact, and complete copy of this application, including all the supporting documentation enclosed herewith, has been provided to the tax attorney who has provided the required attorney's opinion accompanying this submission.
- 13. that the undersigned has provided a complete list of all residential real estate developments in which the general partner(s) has (have) or had a controlling ownership interest and, in the case of those projects allocated credits under Section 42 of the IRC, complete information on the status of compliance with Section 42 and an explanation of any noncompliance. The undersigned hereby authorizes the Housing Credit Agencies of states in which these projects are located to share compliance information with the Authority.
- 14. that any principal of undersigned has not participated in a planned foreclosure or Qualified Contract request in Virginia after January 1, 2019.
- 15. that undersigned agrees to provide disclosure to all tenants of the availability of Renter Education provided by Virginia Housing.
- 16. that undersigned waives the right to pursue a Qualified Contract on this development.
- 17. that the information in this application may be disseminated to others for purposes of verification or other purposes consistent with the Virginia Freedom of Information Act. However, all information will be maintained, used or disseminated in accordance with the Government Data Collection and Dissemination Practices Act. The undersigned may refuse to supply the information requested, however, such refusal will result in Virginia Housing's inability to process the application. The original or copy of this application may be retained by Virginia Housing, even if tax credits are not allocated to the undersigned.

In Witness Whereof, the undersigned, being authorized, has caused this document to be executed in its name on the date of this application set forth in DEV Info tab hereof.

Legal Name of Owner: ZeroPak Owner, LLC

By:  \_\_\_\_\_

Its: Managing Member \_\_\_\_\_


(Title)

**V. STATEMENT OF ARCHITECT**

The architect signing this document is certifying that the development plans and specifications incorporate all Virginia Housing Minimum Design and Construction Requirements (MDCR), selected LIHTC enhancements and amenities, applicable building codes and accessibility requirements.

In Witness Whereof, the undersigned, being authorized, has caused this document to be executed in its name on the date of this application set forth in DEV Info tab hereof.

Legal Name of Architect:	<u>Jeremy Daniel Philo</u>
Virginia License#:	<u>016954</u>
Architecture Firm or Company:	<u>Kramer+Marks Architects, P.C.</u>

By:  \_\_\_\_\_

Its: President \_\_\_\_\_  
(Title)

Initials by Architect are also required on the following Tabs: Enhancement, Special Housing Needs and Unit Details.

**W. LIHTC SELF SCORE SHEET**

**Self Scoring Process**

This Self Scoring Process is intended to provide you with an estimate of your application's score based on the information included within the reservation application. Other items, denoted below in the yellow shaded cells, are typically evaluated by Virginia Housing's staff during the application review and feasibility process. For purposes of self scoring, we have made certain assumptions about your application. Edit the appropriate responses (Y or N) in the yellow shaded cells, if applicable. Items 5f and 5g require a numeric value to be entered.

Please remember that this score is only an estimate. Virginia Housing reserves the right to change application data and/or score sheet responses where appropriate, which may change the final score.

**MANDATORY ITEMS:**

	Included		Score
a. Signed, completed application with attached tabs in PDF format	Y	Y or N	0
b. Active Excel copy of application	Y	Y or N	0
c. Partnership agreement	Y	Y or N	0
d. SCC Certification	Y	Y or N	0
e. Previous participation form	Y	Y or N	0
f. Site control document	Y	Y or N	0
g. RESNET Certification	Y	Y or N	0
h. Attorney's opinion	Y	Y or N	0
i. Nonprofit questionnaire (if applicable)	Y	Y, N, N/A	0
j. Appraisal	Y	Y or N	0
k. Zoning document	Y	Y or N	0
l. Universal Design Plans	Y	Y or N	0
m. List of LIHTC Developments (Schedule A)	Y	Y or N	0
<b>Total:</b>			<b>0.00</b>

**1. READINESS:**

a. Virginia Housing notification letter to CEO (via Locality Notification Information App)	Y	0 or -50	0.00
b. Local CEO Opposition Letter	N	0 or -25	0.00
c. Plan of development	Y	0 to 10	10.00
d. Location in a revitalization area based on Qualified Census Tract	Y	0 or 10	10.00
e. Location in a revitalization area with resolution	N	0 or 15	0.00
f. Location in a Opportunity Zone	N	0 or 15	0.00
<b>Total:</b>			<b>20.00</b>

**2. HOUSING NEEDS CHARACTERISTICS:**

a. Sec 8 or PHA waiting list preference	Y	0 or up to 5	5.00
b. Existing RD, HUD Section 8 or 236 program	N	0 or 20	0.00
c. Subsidized funding commitments	2.79%	Up to 40	5.58
d. Tax abatement on increase of property's value	Y	0 or 5	5.00
e. New project based rental subsidy (HUD or RD)	N	0 or 10	0.00
f. Census tract with <12% poverty rate	0%	0, 20, 25 or 30	0.00
g. Development provided priority letter from Rural Development	N	0 or 15	0.00
h. Dev. located in area with increasing rent burdened population	Y	Up to 20	20.00
<b>Total:</b>			<b>35.58</b>

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			70.61
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	N	0 or 50	0.00
or c. HUD 504 accessibility for 10% of units	Y	0 or 20	20.00
d. Provides approved resident services or eligible childcare services	N	0 or 15	0.00
e. Provides telephonic or virtual health services	N	0 or 15	0.00
f. Proximity to public transportation (within Northern VA or Tidewater)	Y10	0, 10 or 20	10.00
g. Development will be Green Certified	Y	0 or 10	10.00
h. Units constructed to meet Virginia Housing's Universal Design standards	86%	Up to 15	12.91
i. Developments with less than 100 low income units	N	up to 20	0.00
j. Historic Structure eligible for Historic Rehab Credits	Y	0 or 5	5.00
Total:			128.52

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$96,400	\$71,300

a. Less than or equal to 20% of units having 1 or less bedrooms	N	0 or 15	0.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	4.92%	Up to 15	0.00
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units)	0.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	0.00%	Up to 10	0.00
e. Units with rent and income at or below 50% of AMI	0.00%	Up to 50	0.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	0.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	0.00%	Up to 50	0.00
Total:			0.00

5. SPONSOR CHARACTERISTICS:

a. Experienced Sponsor - 1 development in Virginia	N	0 or 5	0.00
b. Experienced Sponsor - 3 developments in any state	N	0 or 15	0.00
c. Developer experience - life threatening hazard	N	0 or -50	0.00
d. Developer experience - noncompliance	N	0 or -15	0.00
e. Developer experience - did not build as represented (per occurrence)	0	0 or -2x	0.00
f. Developer experience - failure to provide minimum building requirements (per occurrence)	0	0 or -50 per item	0.00
g. Developer experience - termination of credits by Virginia Housing	N	0 or -10	0.00
h. Developer experience - exceeds cost limits at certification	N	0 or -50	0.00
i. Socially Disadvantaged Principal owner 25% or greater	N	0 or 5	0.00
j. Management company rated unsatisfactory	N	0 or -25	0.00
k. Experienced Sponsor partnering with Local Housing Authority pool applicant	N	0 or 5	0.00
Total:			0.00

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	89.00
b. Cost per unit		Up to 100	86.70
Total:			175.70

7. BONUS POINTS:

a. Extended compliance	35	Years	40 or 50	50.00
or b. Nonprofit or LHA purchase option	N		0 or 60	0.00
or c. Nonprofit or LHA Home Ownership option	N		0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	N		Up to 30	0.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N		0 or 10	0.00
f. Team member with Diversity, Equity and Inclusion Designation	N		0 or 5	0.00
g. Commitment to electronic payment of fees	Y		0 or 5	5.00
Total:			55.00	

400 Point Threshold - all 9% Tax Credits  
 300 Point Threshold - Tax Exempt Bonds

**TOTAL SCORE:** **414.80**

**Enhancements:**

	Max Pts	Score
All units have:		
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance materials	40	37.61
c. Sub metered water expense	5	0.00
d. Watersense labeled faucets, toilets and showerheads	3	0.00
e. Rehab only: Infrastructure for high speed internet/broadband	1	0.00
f. N/A for 2022	0	0.00
g. Each unit provided free individual high speed internet access	10	0.00
h. Each unit provided free individual WiFi	12	12.00
i. Bath Fan - Delayed timer or continuous exhaust	3	3.00
j. Baths equipped with humidistat	3	0.00
k. Cooking Surfaces equipped with fire prevention features	4	0.00
l. Cooking surfaces equipped with fire suppression features	2	2.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	5.00
o. All interior doors within units are solid core	3	3.00
p. USB in kitchen, living room and all bedrooms	1	1.00
q. LED Kitchen Light Fixtures	2	2.00
r. % of renewable energy electric systems	10	0.00
s. New Construction: Balcony or patio	4	0.00
		<u>70.61</u>
All elderly units have:		
t. Front-control ranges	1	0.00
u. Independent/suppl. heat source	1	0.00
v. Two eye viewers	1	0.00
w. Shelf or Ledge at entrance within interior hallway	2	0.00
		<u>0.00</u>
<b>Total amenities:</b>		<b><u>70.61</u></b>

X. Development Summary

Summary Information 2023 Low-Income Housing Tax Credit Application For Reservation

Deal Name: The ZeroPak - Phase 1

Cycle Type: 4% Tax Exempt Bonds Credits Requested Credit Amount: \$1,565,513  
 Allocation Type: 0 Jurisdiction: Winchester City  
 Total Units: 122 Population Target: General  
 Total LI Units: 122  
 Project Gross Sq Ft: 233,028.00 Owner Contact: John Willingham  
 Green Certified? TRUE

**Total Score**  
414.80

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$11,250,000	\$92,213	\$48	\$595,284
Grants	\$0	\$0		
Subsidized Funding	\$1,250,000	\$10,246		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$26,839,610	\$219,997	\$115	59.88%
General Req/Overhead/Profit	\$2,136,200	\$17,510	\$9	4.77%
Other Contract Costs	\$588,400	\$4,823	\$3	1.31%
Owner Costs	\$10,019,966	\$82,131	\$43	22.35%
Acquisition	\$1,523,000	\$12,484	\$7	3.40%
Developer Fee	\$3,718,574	\$30,480	\$16	8.30%
<b>Total Uses</b>	<b>\$44,825,750</b>	<b>\$367,424</b>		

Total Development Costs	
Total Improvements	\$39,584,176
Land Acquisition	\$1,523,000
Developer Fee	\$3,718,574
<b>Total Development Costs</b>	<b>\$44,825,750</b>

Proposed Cost Limit/Sq Ft: \$186  
 Applicable Cost Limit/Sq Ft: \$328  
 Proposed Cost Limit/Unit: \$354,941  
 Applicable Cost Limit/Unit: \$315,423

Income		
Gross Potential Income - LI Units		\$1,647,276
Gross Potential Income - Mkt Units		\$0
Subtotal		\$1,647,276
Less Vacancy %	7.00%	\$115,309
<b>Effective Gross Income</b>		<b>\$1,531,967</b>

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	61
# of 2BR	55
# of 3BR	6
# of 4+ BR	0
<b>Total Units</b>	<b>122</b>

Rental Assistance? FALSE

Expenses		
Category	Total	Per Unit
Administrative	\$265,528	\$2,176
Utilities	\$155,000	\$1,270
Operating & Maintenance	\$254,920	\$2,090
Taxes & Insurance	\$107,500	\$881
<b>Total Operating Expenses</b>	<b>\$782,948</b>	<b>\$6,418</b>
Replacement Reserves	\$36,600	\$300
<b>Total Expenses</b>	<b>\$819,548</b>	<b>\$6,718</b>

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	0	0
50% AMI	0	0
60% AMI	122	122
>60% AMI	0	0
Market	0	0

Cash Flow	
EGI	\$1,531,967
Total Expenses	\$819,548
<b>Net Income</b>	<b>\$712,419</b>
Debt Service	\$595,284
<b>Debt Coverage Ratio (YR1):</b>	<b>1.20</b>

Income Averaging? FALSE

Extended Use Restriction? 50

**Y. Efficient Use of Resources**

**Credit Points for 9% Credits:**

If the Combined Max Allowable Credits is \$500,000 and the annual credit requested is \$200,000, you are providing a 60% savings for the program. This deal would receive all 200 credit points.

For another example, the annual credit requested is \$300,000 or a 40% savings for the program. Using a sliding scale, the credit points would be calculated by the difference between your savings and the desired 60% savings. Your savings divided by the goal of 60% times the max points of 200. In this example,  $(40\%/60\%) \times 200$  or 133.33 points.

Tax Exempt Deals are granted a starting point value greater than zero to allow for the nature of these deals.

Combined Max	\$1,565,513
Credit Requested	\$1,565,513
% of Savings	0.00%
Sliding Scale Points	89

**Cost Points:**

If the Applicable Cost by Square foot is \$238 and the deal’s Proposed Cost by Square Foot was \$119, you are saving 50% of the applicable cost. This deal would receive all 100 cost points.

For another example, the Applicable Cost by SqFt is \$238 and the deal’s Proposed Cost is \$153.04 or a savings of 35.70%. Using a sliding scale, your points would be calculated by the difference between your savings and the desired 50% savings. Your savings divided by the goal of 50% times the max points 100. In this example,  $(35.7\%/50\%) \times 100$  or 71.40 points.

Total Costs Less Acquisition	\$43,302,750		
Total Square Feet	233,028.00		
Proposed Cost per SqFt	\$185.83		
Applicable Cost Limit per Sq Ft	\$328.00		
% of Savings	43.35%		
Total Units	122		
Proposed Cost per Unit	\$354,941		
Applicable Cost Limit per Unit	\$315,423		
% of Savings	-12.53%		
Max % of Savings	43.35%	Sliding Scale Points	86.70



# Tab A:

Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement (MANDATORY)

**OPERATING AGREEMENT  
OF  
ZEROPAK OWNER, LLC**

This Operating Agreement (the “*Agreement*”) of ZEROPAK OWNER, LLC, a Virginia limited liability company (the “*Company*”), is made by Zeropak Development, LLC, a Virginia limited liability company (the “*Manager*” and “*Member*”) to provide for the governance and operations of the Company and the rights and obligations of the herein defined Members regarding the Company. This Agreement is effective as of July 20, 2023, and will apply to any Additional Members admitted in accordance with its terms. In consideration of the mutual promises in this Agreement, the parties to this Agreement agree to be legally bound by its terms.

**ARTICLE I  
ORGANIZATIONAL MATTERS**

**Section 1.01 Company Formation**

The Company became a limited liability company under the laws of the State of Virginia, and specifically under the Virginia Limited Liability Company Act, as amended (the “*Act*”), upon filing the Articles of Organization as required by the Act.

**Section 1.02 Company’s Name**

The Company’s name is ZEROPAK OWNER, LLC. The Manager may change the name of the Company, subject to the terms of this Agreement and Applicable Law.

**Section 1.03 Company’s Purpose**

The Company’s purpose is to acquire, hold and benefit from an investment in to-be determined limited liability company for investment purposes (“*Partnership*”), and all activities necessary or incidental to that purpose. The Company has all the powers necessary or convenient to carry out its purposes, including the powers granted by the Act.

**Section 1.04 Company’s Principal Office and Location of Records**

The street address of the principal office in the United States where the Company maintains its records is 3179 Wilson Blvd. Arlington, VA 22201.

**Section 1.05 Registered Agent and Registered Office**

The Company’s initial Registered Agent is Brian Wishneff and Associates, 30 W. Franklin Rd. Suite 503 Roanoke, VA 24011

**Section 1.06 Company’s Term**

The Company’s duration is perpetual. The Company began on the date the Articles of Organization were filed with the Virginia State Corporation Commission and will continue until terminated or dissolved as provided in this Agreement.

## **ARTICLE II TAX MATTERS**

### **Section 2.01 Disregarded For Tax Purposes.**

For as long the Company has one Member it shall be disregarded for tax purposes. If at any time the Company has more than one Member the remaining provisions of this Article shall apply.

### **Section 2.02 Taxation as a Partnership**

The undersigned Member intends to establish an entity that is subject to federal and state income taxation as a partnership. Unless the Members elect not to be treated as a partnership for federal income tax purposes, the federal income tax basis of a Member's Membership Interest and all other matters relating to the distributive share and taxation of items of income, gain, loss, deduction, depreciation, and credit will be as established by Code Subchapter K.

### **Section 2.03 Company Representative**

The Company must designate a representative with a substantial presence in the United States to serve as the Company representative within the meaning of Code Section 6223 ("*Company Representative*"). The Company Representative has the sole authority to act on behalf of the Company in connection with Internal Revenue Service audits and adjustments. Erik M. Wishneff, as Manager of the Manager, is appointed as the initial Company Representative. In the event that Erik M. Wishneff ceases to serve as the Company Representative, the Manager shall promptly appoint a Member to serve as Company Representative in accordance with Code requirements.

#### **(a) Obligations and Discretion as to Tax Matters**

The Company Representative shall notify all of the Members upon receipt of any notice regarding any examination by any federal, state, or local authority about the Company's tax compliance. The Company Representative must obtain the approval of a Majority Vote of the Members before taking any binding action in connection with any Internal Revenue Service proceeding. Upon obtaining this approval, the Company Representative may:

- (i) determine whether to contest any proceedings, how to pursue any proceedings, and whether and on what terms to settle any dispute with the Internal Revenue Service;
- (ii) determine whether to elect to apply the audit procedures under the Bipartisan Budget Act of 2015 to any return of the partnership filed for partnership taxable years beginning after November 2, 2015, and before January 1, 2018;
- (iii) select the forum for any tax disputes involving the Company; and
- (iv) extend the statute of limitations for assessing tax deficiencies against the Members with respect to adjustments to the Company's federal, state, local, or foreign tax returns.

#### **(b) Company Representative to Preserve Tax Classification**

Unless the Members elect not to be treated as a partnership for federal income tax purposes, the Company Representative shall take all reasonable steps necessary to classify the Company as a partnership for tax purposes under the Code and Treasury Regulations. The Company Representative shall prepare and

file any forms necessary or appropriate to classify the Company as a partnership for tax purposes under the laws of any jurisdiction in which the Company transacts business.

#### **Section 2.04 Coordination with TEFRA Audit Rules**

If any audit or adjustment of the Company is governed by the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) audit rules, the Company Representative designated under Section 2.03 shall serve as the *tax matters partner* within the meaning of Code Section 6231(a)(7).

#### **Section 2.05 Election under Code Section 6221(b)**

The Company may elect for Code Section 6221(b) to apply for any taxable year that the Company meets the requirements to elect out of Company-level treatment under Code Section 6221(b). The election must be made with a timely filed return for that taxable year. The election must include the name and taxpayer identification number of each Member. The Company must notify each Member of the election in the manner prescribed by the Secretary of Treasury.

#### **Section 2.06 Consistent Treatment**

Each Member shall, on the Member's income tax return, treat each item of income, gain, loss, deduction, or credit attributable to the Company in a manner consistent with the treatment of the income, gain, loss, deduction, or credit on the Company income tax return.

#### **Section 2.07 Adjustment in Future Tax Years**

If any tax proceeding results in adjustment in the amount of any item of income, gain, loss, deduction, or credit of the Company—or any Member's distributive share thereof—for a prior year, the Company may take corrective action. If the Company elects to apply Code Section 6226 within 45 days from the date of the notice of final partnership adjustment, the Company may issue the statement described in Code Section 6226(a)(2) to the Internal Revenue Service and to each Member that held an interest in the year in question. The statement must describe the Member's share of any adjustment to income, gain, loss, deduction, or credit (as determined in the notice of final partnership adjustment issued by the Internal Revenue Service). Upon receipt of the statement, each Member must take the adjustments described on the statement into account as provided in Code Section 6226(b).

Alternatively, the Company may require each Member that held an interest in the Company during the prior year file to file an amended tax return reporting the Member's distributive share of the tax adjustments and to pay any taxes resulting from the adjustments in accordance with Code Section 6225(c). Each Member must submit the amended returns and pay all related taxes not later than 270 days from the date on which the notice of a proposed partnership adjustment is mailed to the Company.

This Section and the Member's obligations under Section 2.06 survive the Company's termination, dissolution, liquidation, and winding up and the Member's withdrawal from the Company or transfer of its Membership Interest.

#### **Section 2.08 Legal and Accounting Costs for Tax Matters**

The Company shall pay all legal and accounting costs associated with any Internal Revenue Service proceeding regarding the Company's tax returns.

## **ARTICLE III MEMBERSHIP INTERESTS**

### **Section 3.01 Members' Interests in the Company**

The Members' interests in the Company are represented by Membership Interests. The Company may issue certificates to the Members representing the Membership Interest held by each Member.

### **Section 3.02 Schedule of Members**

The Manager shall maintain a schedule of all Members and the percentage and type of Membership Interests held by them (the "*Schedule of Members*"). The Manager shall update the Schedule of Members upon the issuance or transfer of any Membership Interests to any new or existing Member. The Schedule of Members as of the execution of this Agreement is attached as **Schedule A**.

### **Section 3.03 Reserved**

### **Section 3.04 Admitting New Members**

Subject to the requirements of ARTICLE XII, Additional Members may be admitted when the Company issues new Membership Interests or a Member transfers its Membership Interest. Upon compliance with ARTICLE XII, a person will be admitted as an Additional Member, listed as such on the Company's books, and issued the Membership Interest. The Manager shall adjust the Capital Accounts of the Members as necessary under ARTICLE V.

The Manager may adopt and revise rules, conventions, and procedures as the Manager determines appropriate regarding the admission of Additional Members to reflect the Membership Interests at the end of the calendar year in accordance with the Members' intentions.

### **Section 3.05 Transferability of Membership Interest**

The transferability of each Member's Membership Interest is restricted by ARTICLE XII.

## **ARTICLE IV CAPITALIZATION**

### **Section 4.01 Initial Capital Contributions**

As their initial Capital Contributions to the Company, the Members have contributed all of their right, title, and interest in and to the property described on the Schedule of Members. The Members agree that the property described on the Schedule of Members has the Fair Market Value (net of liabilities assumed or taken subject to or by the Company) listed opposite the described property.

### **Section 4.02 Mandatory Additional Capital Contributions Prohibited**

The Manager has no authority to require additional Capital Contributions.

**ARTICLE V  
CAPITAL ACCOUNTS**

**Section 5.01 Establishing and Maintaining Capital Accounts**

A Capital Account will be established for each Member and will be maintained at all times during the Company's existence in compliance with the Code and Treasury Regulations. Each Member's Capital Account will be created with an initial credit equal to the Fair Market Value of the property contributed by the Member in exchange for the Member's interest in the amount described on the Schedule of Members. Each Capital Account will be maintained according to the following provisions.

**(a) Credits to Member's Membership Interest**

Each Member's Membership Interest will be credited with the Fair Market Value of the Member's Capital Contribution, the Member's distributive share of profits, and the amount of any Company liabilities that are assumed by the Member.

**(b) Debits to Member's Membership Interest**

Each Member's Capital Account will be debited the amount of cash and the Fair Market Value of any property distributed to the Member under this Agreement, the Member's share of losses, and the amount of any liabilities of the Member that are secured by any property contributed by the Member to the Company.

**(c) Assumption of Liability**

As provided in Treasury Regulation Section 1.704-1(b)(2)(iv)(c): Any unsecured liability the Company assumes will be treated as a distribution of money to the Member, and the Manager shall adjust the Member's Capital Account accordingly. Any unsecured liability of the Company a Member assumes will be treated as a cash Capital Contribution to the Company. The amount of any liability assumed under this provision will be determined according to Code Section 752(c).

**(d) Non-Cash Distribution Adjustments**

If noncash assets are distributed to a Member, the Manager shall adjust the Capital Accounts of the Members to reflect the hypothetical book gain or loss that would have been realized by the Company if the distributed assets had been sold at Fair Market Value in a cash sale.

**(e) Adjusting the Fair Market Value on Transfer of Membership Interest**

If an existing or new Member acquires a Membership Interest from the Company, the Manager shall adjust the Capital Accounts of the Members to reflect the Fair Market Value of all properties held by the Company.

**Section 5.02 Adjustment for Company's Constructive Termination**

If the Company is constructively terminated under Code Section 708, the Manager shall adjust the Members' Capital Accounts to reflect Fair Market Value of all properties held by the Company as required by Treasury Regulation Section 1.704-1(b)(2)(iv)(b).

### **Section 5.03 Revaluation Adjustment**

The Manager shall adjust the Members' Capital Accounts to reflect any revaluation of Company property (including intangible assets such as goodwill) under this Section.

#### **(a) Adjustment Based on Fair Market Value**

Any revaluation adjustment to a Member's Capital Account is based on the Fair Market Value of Company property on the date of the adjustment (taking into account Code Section 7701(g)).

#### **(b) Adjustment for Unrealized Items**

The Manager shall adjust the Members' Capital Accounts to reflect the manner in which any unrealized income, gain, loss, or deduction inherent in the Company's property (to the extent that it has not been previously reflected in the Members' Capital Accounts) would be allocated among all the Members if there were a taxable disposition of this property for Fair Market Value on the adjustment date.

#### **(c) Events Triggering Revaluation Adjustment**

Without limiting the events that trigger the application of this Section, this Section will be triggered by the Company's liquidation, an in-kind distribution of Company property, a Capital Contribution (other than a *de minimis* amount) as consideration for a Membership Interest, a distribution (other than a *de minimis* amount) by the Company to a retiring or continuing Member as consideration for a Membership Interest, or the termination of the Company for federal income tax purposes within the meaning of Code Section 708(b)(1)(B).

### **Section 5.04 Negative Capital Accounts**

If the Company or a Member's Membership Interest is liquidated, no Member will be required to restore a deficit in his or her Capital Account.

### **Section 5.05 Assignment of Capital Account**

Except as otherwise required by the Code or Treasury Regulations, if any Membership Interest is assigned or treated as having been assigned under this Agreement, the Assignee will be treated as having made all of the Capital Contributions and as having received all of the distributions of the Assignor. The Assignee will succeed to the Capital Account of the Assignor to the extent that it relates to the assigned Membership Interest. If the assignment of Membership Interest causes a termination of the Company under Code Section 708(b)(1)(B), the Capital Account that carries over to the Assignee will be adjusted according to Treasury Regulation Section 1.704-1(b)(2)(iv)(e).

## **ARTICLE VI ALLOCATIONS**

### **Section 6.01 Pro Rata Allocations**

After making the allocations set forth in Section 6.02, net profits and net losses for any Taxable Year will be allocated to the Members in proportion to their Membership Interests.

### **Section 6.02 Special and Regulatory Allocations**

The Manager shall make the following special and regulatory allocations.

**(a) Losses**

No losses will be allocated to a Member under Section 6.01 that would cause the Member to have an Adjusted Capital Account Deficit at the end of any fiscal year. Any losses not allocated to a Member due to this limitation must be specially allocated to the Members with positive Capital Account balances in proportion to their respective Capital Account balances until all such Capital Account balances have been reduced to zero, and any remainder will be allocated to the Members in proportion to their respective Membership Interests.

**(b) Allocations Related to Contributed Property**

For any property contributed to the capital of the Company, the Manager shall allocate income, gain, loss, and deductions among the Members under Code Section 704(c) to account for any variation between the adjusted basis of the property to the Company for federal income tax purposes and its Fair Market Value on the date of the Capital Contribution. If the Manager adjusts the Fair Market Value of any Company asset, then in making subsequent allocations of income, gain, loss, and deductions regarding that asset, the Manager shall account for any variation between the adjusted basis of the asset for federal income tax purposes and the asset's Fair Market Value in the same manner provided under Code Section 704(c).

**(c) Member Non-Recourse Deduction Allocations**

The Manager shall allocate all Member Non-Recourse Deductions for each Taxable Year to the Member or Members who bear the economic risk of loss regarding the Member Non-Recourse Debt to which any Member Non-Recourse Deductions are attributable. The ratio reflects the Member's economic risk of loss and complies with Treasury Regulation Section 1.704-2(i)(1).

**(d) Company Minimum-Gain Chargeback**

If the Company Minimum Gain has a net decrease during any Company Taxable Year, the Manager shall allocate items of Company income and gain for the year (and, if necessary, for any subsequent years) in proportion to the respective amounts required to be allocated to each Member under Treasury Regulation Section 1.704-2(f) and (g). This provision is intended to comply with the minimum-gain chargeback requirement of Treasury Regulation Section 1.704-2.

To the extent permitted by Treasury Regulation Section 1.704-2 and for purposes of this provision only, the Manager shall determine any deficit in each Member's Capital Account before any other allocations under this Article with regard to the Taxable Year and without regard to any net decrease in Member Minimum Gain during the Taxable Year.

**(e) Member Minimum-Gain Chargeback**

If the Member Minimum Gain has a net decrease attributable to Member Non-Recourse Debt during a Taxable Year after the Manager shall compute and account for Company Minimum-Gain Chargeback above, the Manager shall allocate items of income and gain for that year (and, if necessary, for any subsequent years) to any Member who has a share of the Member Minimum Gain attributable to that Member's Non-Recourse Debt at the beginning of the year. The amount and proportions of the allocations must satisfy Treasury Regulation Section 1.704-2(i).



**(f) Qualified Income Offset**

If any Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5), or (6), the Manager shall allocate items of Company income and gain to the Member to eliminate any deficit in the affected Members' Capital Accounts to the extent required by Treasury Regulations as quickly as possible. The Manager shall make an allocation under this provision only to the extent that an affected Member would have a remaining Capital Account deficit after all other allocations under this Article have been computed.

This provision is intended to comply with the qualified income offset requirement of Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(3).

**(g) Gross Income Allocation to Restore Capital Account Deficit**

If any Member has a Capital Account deficit at the end of any Company Taxable Year that exceeds the sum of the amount the Member is obligated to restore under this Agreement and the amount the Member is obligated to restore under the Treasury Regulations, then the Manager shall allocate items of Company income and gain in the amount of the excess as quickly as is practicable. The Manager shall make an allocation under this provision only to the extent that an affected Member would have a remaining Capital Account deficit after all other allocations under this Article have been computed.

**(h) Allocation from Disposition of Property Not Revalued**

If properties of the Company are not revalued under Treasury Regulation Section 1.704-1(b)(2)(iv)(f) and the Capital Accounts of the Members are not adjusted accordingly upon the admission of a Member or the liquidation of Membership Interest, the Manager shall allocate gain or loss recognized upon the sale or other disposition of Company property among the Members. This allocation must take into account the variation between the adjusted basis of the property and the property's Fair Market Value on the date the Member was admitted or the Membership Interest was liquidated, as the case may be, under Code Section 704(c).

**(i) Allocation Related to Adjustments in Tax Basis**

If Code Section 734(b) or 743(b) requires an adjustment to the adjusted tax basis of any Company asset, Treasury Regulation Section 1.704-1(b)(2)(iv)(m) must be taken into account in determining the Capital Accounts. The amount of the adjustment to the Capital Accounts must be treated as an item of gain (if the adjustment increases the asset's basis) or loss (if the adjustment decreases the asset's basis). The Manager shall allocate this gain or loss to the Members consistent with Treasury Regulation Section 1.704-1.

**(j) Allocation Related to Capital-Event Adjustments**

If the gross Book Value of any asset of the Company is increased or decreased for special events, the Manager shall allocate gain or loss as required for Capital Account purposes. The Manager shall take into account any difference between the asset's adjusted basis for federal income tax purposes and the asset's gross Book Value for any later allocations of income, gain, loss, or deductions regarding any adjusted asset.

**(k) Allocation Consistent with Distributions**

The Manager shall allocate net profits and net losses in a manner consistent with:

- (i) the requirements for distributions of cash described elsewhere in this Agreement;
- (ii) the requirements for distribution of assets upon its dissolution and winding up in accordance with Capital Account balances as specified in the procedures described below; and
- (iii) the requirements of applicable Regulations under Code Section 704(b).

**(I) Allocations to Comply with Regulations and Intentions of Members**

The allocations of net income, gains, net losses, and deductions set forth in this Agreement are intended to comply with Treasury Regulation Section 1.704-1(b), Treasury Regulation Section 1.704-1(b)(4)(iv), and Treasury Regulation Section 1.704-2, and are intended to have *substantial economic effect* within the meaning of those Regulations.

The allocations could be inconsistent with the Members' intentions. Accordingly, the Manager shall is authorized to allocate net profits, net losses, and other economic items among the Members to prevent the allocations from distorting the manner in which distributions are intended to be divided among the Members under this Article. In general, the Members anticipate that these allocations will be accomplished by specially allocating other net profits, net losses, and items of income, gain, loss, and deductions among the Members so that the net amount of the allocations and any special allocations to the Member is zero. If, for any reason, the Manager determines that the allocation provisions of this Agreement are unlikely to be recognized for federal income tax purposes, the Manager shall may amend this Agreement's allocation provisions to the minimum extent necessary to give effect to the plan of allocations and distributions in this Agreement.

**Section 6.03 Determining Net Profits and Net Losses**

For purposes of this Article, the terms *net profits* and *net losses* mean the amount of the Company's taxable income or loss for any year or period, determined under Code Section 703(a). All items of income, gain, loss, or deduction required to be stated separately under Section 703(a)(1) will be included in taxable income or loss. Any items that are specially allocated under this Article will not be taken into account in computing net profits and net losses.

**Section 6.04 Allocation of Gain and Loss on Liquidation**

Upon liquidation of the Company, the Manager shall allocate the Company's estimated net loss for the year and any loss realized by the Company on liquidation, including any book adjustment loss, and its estimated net gain for the year and any gain realized upon liquidation, including any book adjustment gain, under ARTICLE V and ARTICLE VI.

**ARTICLE VII  
DISTRIBUTIONS**

**Section 7.01 Distributions to Members**

Subject to Section 7.02, the Manager may determine the amounts and timing of distributions to the Members. Distributions will be made on a *pro rata* basis in accordance with the Members' Membership Interests.

## **Section 7.02 No Unlawful Distributions**

Despite any provision to the contrary in this Agreement, the Company must not make any distribution that would violate any contract or agreement to which the Company is then a party or any law, rule, regulation, order or directive of any Governmental Authority then applicable to the Company.

## **ARTICLE VIII COMPANY MANAGEMENT**

### **Section 8.01 Management by Manager**

The Company is managed by the Manager appointed under Section 8.02. The Company must have a Manager at all times. The Manager shall manage and administer the Company's property and perform all other duties prescribed for a Manager by the Act. The Manager may take all actions necessary, useful, or appropriate for the ordinary management and conduct of the Company's business. The Manager has the exclusive authority to manage the operations and affairs of the Company, subject in all cases to the requirements of Applicable Law.

### **Section 8.02 Appointing or Removing Manager**

Any person (including a Member) may be appointed as Manager. Zeropak Development, LLC, is appointed as the initial Manager of the Company. Additional Managers may be appointed at any time by a Majority Vote of the Members. A Manager may resign as a Manager at any time upon 30 days' prior written notice to the Members. A Manager may be removed as a Manager at any time for Cause by a Majority Vote of the Members. Upon the resignation or removal of Manager, a replacement Manager shall be appointed by a Majority Vote of the Members.

### **Section 8.03 Manager's Fiduciary Duties**

Each Manager owes to the Company the fiduciary duties of loyalty and care stated in Subsections (a) and (b) below.

#### **(a) Duty of Loyalty**

A Manager's duty of loyalty includes the duties:

(i) to account to the Company and to hold as its trustee any property, profit, or benefit derived by the Manager in the conduct or winding up of the Company's activities, from a use of the Company's property by the Manager, or from the appropriation of a Company business opportunity and

(ii) to refrain from dealing with the Company in the conduct or winding up of the Company's activities as or on behalf of a person having an interest adverse to the Company.

#### **(b) Duty of Care**

Subject to Section 14.01, a Manager's duty of care in the conduct and winding up of the Company's activities is to refrain from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law.

A Manager shall discharge the duties under this Agreement or under the Act and exercise any rights consistent with the contractual obligation of good faith and fair dealing. A Manager does not violate a duty or obligation under this Agreement merely because the Manager's conduct furthers the Manager's own interest.

If this Agreement expressly relieves a Manager of a responsibility that the Manager would otherwise have and imposes the responsibility on the Member, the Member is treated as the Manager under this Section with respect to that responsibility.

#### **Section 8.04 Conflict-of-Interest Transactions**

After receiving full disclosure of all material facts, the Members may authorize or ratify a specific act or transaction that otherwise would violate the duty of loyalty set forth in Section 8.03(a). In such cases, the Members (excluding the Manager participating in the transaction) determine by a Majority Vote whether the transaction or arrangement is in the Company's best interest and for its own benefit and whether the transaction is fair and reasonable to the Company.

#### **Section 8.05 No Personal Liability for Capital Contributions**

No Manager is personally liable for the return of any portion of any Member's Capital Contribution. Any return of capital will only be made from available assets of the Company.

#### **Section 8.06 Duties of Manager**

In its role as a Manager, Zeropak Development, LLC, shall perform the duties listed on **Schedule B** attached hereto.

#### **Section 8.07 Compensation of Manager**

The salaries and compensation (if any) of the Manager will be fixed by a Majority Vote of the Members.

#### **Section 8.08 Manager's Agency Authority**

Each Manager has the authority to bind the Company in contracts and other dealings with Third Parties in the ordinary course of the Company's business. No Manager has the authority to bind the Company with respect to any matter outside the ordinary course of the Company's business without the concurrence of the other Manager. Except with the vote of the Members, no Manager may make any representation about the Company that is likely to have a material impact on the Company's business or reputation.

### **ARTICLE IX MEMBER RIGHTS AND OBLIGATIONS**

#### **Section 9.01 Limited Liability of Members**

Except as required by Applicable Law, a Member's status as a Member does not personally obligate the Member for any debt, obligation, or liability of the Company or of other Members whether arising in contract, tort, or otherwise.

### **Section 9.02 No Right to Participate in Management**

Except as expressly provided in this Agreement, no Member may participate in the management and operation of the Company's business and investment activities or bind the Company to any obligation or liability whatsoever.

### **Section 9.03 Members' Fiduciary Duty**

A Member does not have any fiduciary duty to the Company or to any other Member solely by reason of being a Member. If this Agreement expressly relieves a Manager of a responsibility that the Manager would otherwise have and imposes the responsibility on one or more Members, those Members will be treated as a Manager with respect to that responsibility under Section 8.03.

### **Section 9.04 Member's Agency Authority**

Without a vote of the Members, no individual Member has the right or authority to bind the Company in contracts and other dealings with Third Parties, regardless of whether the contracts and other dealings occur in the ordinary course of the Company's business. No individual Member may make any representation concerning the Company that is likely to have a material impact on the Company's business or reputation.

### **Section 9.05 Restrictions on Withdrawal or Dissociation Rights**

As long as a Member continues to hold any Membership Interest in the Company, the Member does not have the ability to withdraw, dissociate, or resign as a Member or receive a return of any Capital Contributions before the Company's dissolution and winding up under this Agreement and Applicable Law. A Member does not dissociate, withdraw, or otherwise cease to be a Member because of the Member's bankruptcy or because of any event specified in the Act.

### **Section 9.06 Company Continues after a Member's Death**

A Member's death will not cause the Company to dissolve. If a Member dies, the remaining Member or Members will continue the Company and its business.

### **Section 9.07 No Partition Rights**

Title to the Company's assets is vested solely in the Company and not owned by any Member. Each Member, individually and on behalf of the Member's successors and assigns, expressly waives any right to have any Company property partitioned.

### **Section 9.08 Member Expulsion**

The Company may not expel a Member under any circumstances.

## **ARTICLE X MEMBER MEETINGS AND NOTICE**

### **Section 10.01 Member Meetings**

The Members may designate when and where they meet. Meetings of the Members are not required. For any meeting of the Members, a quorum requires the presence of Members holding at least

two-thirds of the Membership Interests entitled to vote at the meeting. Any time the Members are conducting business at a meeting of the Members, a quorum of the Members must be present.

### **Section 10.02 Voting Rights**

Each Member has the right to vote the holder's proportionate Membership Interest in the Company regarding all matters that have a right to vote under this Agreement or by Applicable Law.

Example: A Member that holds 35.5% of all of the Membership Interests entitled to vote on a matter will have a 35.5% Voting Interest in the Company and will have 35.5 votes out of 100 votes that may be cast on that matter.

Unless provided otherwise by this Agreement or Applicable Law, any action of the Members requires a Majority Vote of the Members in favor of the action.

### **Section 10.03 Action by Written Consent**

Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if the action is taken by all the Members entitled to vote on the action.

### **Section 10.04 Presence**

Any Member may participate in any meeting using any means of communication by which all Members participating may simultaneously hear each other during the meeting. Any Member participating in this way is considered present in person at the meeting.

## **ARTICLE XI BOOKS, RECORDS, AND BANK ACCOUNTS**

### **Section 11.01 Books and Records**

The Manager shall keep books of account regarding the operation of the Company at the principal office of the Company or at any other place the Manager determines.

### **Section 11.02 Accounting and Taxable Year**

The Manager shall keep books of account consistent with any method authorized or required by the Code and as determined by the Manager. The Manager shall close and balance the books at the end of each Taxable Year. The Members may choose any period authorized or required by the Code for the Company's Taxable Year.

### **Section 11.03 Reports**

Within a reasonable time after each Taxable Year ends, the Manager shall provide the information required to prepare and file individual tax returns to all Members. The Manager shall prepare these financial statements at the Company's expense.

### **Section 11.04 Manager Inspection Rights**

Upon reasonable notice from a Manager, the Company shall, and shall cause its Manager, officers, and employees to, provide reasonable access to a Manager to Company Information during normal business hours. "*Company Information*" is the information accessible to the Manager by exercising the inspection

right to examine and copy the corporate, financial, and similar records, reports, and documents of the Company, including all books and records, minutes of proceedings, internal management documents, operations reports, reports of adverse developments, management correspondence, and communications with the Members or Manager.

#### **Section 11.05 Member's Inspection Rights**

Upon reasonable notice from a Member, the Company shall, and shall cause its Manager, officers, and employees to, provide reasonable access to each Member to Company Information during normal business hours.

### **ARTICLE XII TRANSFER OF MEMBERSHIP INTERESTS**

#### **Section 12.01 Transferability of Membership Interests**

No Member may transfer any Membership Interest either voluntarily or involuntarily by any means without the unanimous written consent of the Members. Any attempted transfer of a Membership Interest or the admission of an Additional Member in violation of this Section and Section 12.04 is null and void *ab initio*.

#### **Section 12.02 Transferee Treated as an Assignee until Admitted as an Additional Member**

The transferee of a Membership Interest will hold the interest only as an Assignee until the transferee satisfies all the requirements of Section 12.04 to become an Additional Member. As an Assignee, the transferee will have only those rights in Section 12.03.

#### **Section 12.03 Assignee's Rights, Limitations, and Obligations**

An Assignee may receive distributions from the Company to the same extent that the transferring Member would receive distributions under this Agreement, but otherwise has substantially fewer rights than a Member. An Assignee only holds a right to receive economic benefits when actually distributed by the Company in respect to the assigned Membership Interest. Regardless of whether an Assignee is admitted as a Member, an Assignee is subject to all of the obligations of a Member.

#### **Section 12.04 Requirements to Become an Additional Member**

An Assignee or other prospective Additional Member will not become an Additional Member and will not have any rights as a Member without the unanimous written consent of all Members. The prospective Additional Member must sign all agreements and instruments requested by the Manager. Any attempt to admit a Member that violates this Article will be null and void *ab initio*.

### **ARTICLE XIII DISSOLUTION AND LIQUIDATION**

#### **Section 13.01 Dissolution Events**

The Company may only be dissolved by the Members, subject to any special vote required by the Operating Agreement or by a court. After dissolution, the Company may only conduct activities necessary to wind up its affairs.

### **Section 13.02 Liquidation**

After dissolution, the Company will pay outstanding debts, set up any reserves required for anticipated future expenses, and distribute any remaining assets to the Members in proportion to their positive Capital Account balances.

### **Section 13.03 Company Property Sole Source**

Company property is the sole source for the payment of any debts or liabilities owed by the Company. Any return of Capital Contributions or liquidation amounts to the Members will be satisfied only to the extent that the Company has adequate assets. If the Company does not have adequate assets to return the Capital Contributions, the Members will not have any recourse against the Company or any other Members, except to the extent that other Members may have outstanding debts or obligations owing to the Company.

## **ARTICLE XIV EXCULPATION AND INDEMNIFICATION**

### **Section 14.01 Exculpation of Protected Persons**

No Protected Person is liable to the Company or any other Protected Person for any loss, damage, or claim incurred because of any action taken or not taken by the Protected Person in good-faith reliance on the provisions of this Agreement.

### **Section 14.02 Indemnification of Protected Persons**

The Company shall indemnify, hold harmless, defend, pay, and reimburse any Protected Person against all losses, claims, damages, judgments, fines, or liabilities, including reasonable legal fees or other expenses incurred in their investigation or defense, that arise in connection with any actual or alleged act, omission, or forbearance performed or omitted on behalf of the Company or any Member in connection with the Company's business.

### **Section 14.03 Unprotected Acts**

The exculpation and indemnification provisions of this Article are only effective if the action or omission is not an Unprotected Act and do not protect any Member from a court order to purchase the Membership Interest of another Member who successfully contends that the Member committed actionable, oppressive acts against the other Member.

### **Section 14.04 Other Rights**

The exculpation and indemnification provisions of this Article are not exclusive of any other rights to a Protected Person may be entitled under any other instrument or by reason of any other action or otherwise.



## **ARTICLE XV GENERAL MATTERS**

### **Section 15.01 Expenses**

Except as otherwise expressly provided in this Agreement, the Company must pay all expenses (including fees and disbursements of counsel, financial advisors, and accountants) incurred in preparing and executing this Agreement, making any amendment or waiver to it, and completing the transactions contemplated by it.

### **Section 15.02 Binding Effect**

Subject to the restrictions on transfer in this Agreement, this Agreement binds and inures to the benefit of the Members and to their respective successors, personal representatives, heirs, and assigns.

### **Section 15.03 Further Assurances**

In connection with this Agreement and the transactions contemplated by it, the Company and each Member agree to provide further assurances if requested by the Company or any other Member. These further assurances include signing and delivering any additional documents, instruments, conveyances, and other assurances or taking any further actions necessary to carry out the provisions of or transactions contemplated by this Agreement.

### **Section 15.04 No Waiver**

Any Member's failure to insist upon strict performance of any provision or obligation of this Agreement for any period is not a waiver of that Member's right to demand strict compliance in the future. An express or implied consent to or waiver of any breach or default in the performance of any obligations under this Agreement is not a consent to or waiver of any other breach or default in the performance of the same or of any other obligation.

### **Section 15.05 Governing Law**

This Agreement is governed, construed, and administered according to the laws of Virginia, as from time to time amended, and any applicable federal law. No effect is given to any choice-of-law or conflict-of-law provision or rule (whether of the State of Virginia or any other jurisdiction) that would cause the application of the law of any jurisdiction other than those of the State of Virginia.

### **Section 15.06 Attorneys' Fees**

If any party to this Agreement institutes any legal cause of action, including arbitration, against another party arising out of or relating to this Agreement, the prevailing party will be entitled to the costs incurred in conducting the cause of action, including reasonable attorneys' fees and expenses and court costs.

### **Section 15.07 Remedies Cumulative**

Except to the extent this Agreement expressly provides otherwise, the rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law, in equity, or otherwise.

## **Section 15.08 Notices**

All notices provided for in this Agreement must be in writing, duly signed by the party giving the notice, and must be delivered, telecopied, or mailed by registered or certified mail, as follows:

- (i) if given to the Company, to the Company's principal place of business; or
- (ii) if given to any Member, to the Member's address as reflected in the Company's books or at any other address the Member may later designate in writing.

## **Section 15.09 Severability**

The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of this Agreement are to be construed as if the invalid provision had never been included in this Agreement.

## **Section 15.10 Entire Agreement**

This Agreement, together with the Articles of Organization, and all related Exhibits, Schedules, and other agreements specifically referred to in this Agreement, constitutes the sole and entire agreement of its parties with respect to the Agreement's subject matter. This Agreement supersedes all prior and contemporaneous understandings, agreements, representations, and warranties with respect to the subject matter. As between or among the parties, oral statements or prior written material not specifically incorporated in this Agreement have no force or effect. The parties specifically acknowledge that, in entering into and executing this Agreement, each is relying solely upon the representations and agreements contained in this Agreement and no others.

## **Section 15.11 Amendments**

No provision of this Agreement may be amended or modified except by a written instrument executed by all of the Members. Despite the foregoing, amendments to the Schedule of Members after any new issuance, redemption, repurchase, or transfer of Membership Interest in accordance with this Agreement may be made by the Manager without the consent of or execution by the Members.

## **Section 15.12 Multiple Originals; Validity of Copies**

This Agreement may be signed in any number of counterparts, each of which will be deemed an original. Any person may rely on a copy of this Agreement that any Manager certifies to be a true copy to the same effect as if it were an original.

## **Section 15.13 Determination of Fair Market Value**

The *Fair Market Value* of any asset is the purchase price that a willing buyer having reasonable knowledge of relevant facts would pay a willing seller for that asset in an arm's length transaction on any date, without time constraints and without being under any compulsion to buy or sell. Fair Market Value is a good-faith determination made by the Manager based on factors the Manager, in its reasonable business judgment, considers relevant.

**ARTICLE XVI**  
**DEFINITIONS AND INTERPRETATION**

**Section 16.01 Definitions**

For purposes of this Agreement, the following terms have the following meanings.

“*Act*” means the Virginia Limited Liability Company Act, as amended from time to time.

“*Additional Member*” means any person not previously a Member who acquires a Membership Interest and is admitted as a Member.

“*Adjusted Capital Account Deficit*” means the negative balance in a Member’s Capital Account at the end of a Taxable Year after:

(i) increasing the Capital Account by the amount, if any, of such negative balance the Member is obligated to restore under this Agreement and the amount of such negative balance the Member is deemed to be obligated to restore under Treasury Regulations sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(ii) reducing the Capital Account with the items described in Treasury Regulations sections 1.704-1(b)(2)(ii)(d)(4), (5), and (6).

“*Agreement*” means this Operating Agreement, as amended from time to time.

“*Applicable Law*” means the Act, the Code, the Securities Act, all pertinent provisions of any agreements with any Governmental Authority and all pertinent provisions of any Governmental Authority’s:

(i) constitutions, treaties, statutes, laws, common law, rules, regulations, decrees, ordinances, codes, proclamations, declarations, or orders;

(ii) consents or approvals; and

(iii) orders, decisions, advisory opinions, interpretative opinions, injunctions, judgments, awards, and decrees.

“*Articles of Organization*” means the Articles of Organization filed with the Virginia State Corporation Commission as required by the Act, or any other similar instrument required to be filed by the laws of any other state in which the Company intends to conduct business.

“*Assignee*” means the recipient of a Membership Interest by assignment.

“*Book Value*” means, with respect to any Company property, the Company’s adjusted basis for federal income tax purposes, adjusted from time to time to reflect the adjustments required or permitted by Treasury Regulation Section 1.704-1(b)(2)(iv)(d)-(g). The Book Value of each Company asset must be adjusted as of the date of this Agreement under Treasury Regulation Section 1.704-1(b)(2)(iv)(f) in a manner determined by the Manager so that the aggregate Book Value of the Company’s assets (net of the Company’s liabilities) as of this date is equal to the aggregate Capital Account balances of the Members as of this date.

“*Capital Account*” means the account established and maintained for each Member under Section 5.01 and under Treasury Regulation Section 1.704-1(b)(2)(iv), as amended from time to time.

“*Capital Contribution*” means the total cash and other consideration contributed and agreed to be contributed to the Company by each Member. Each initial *Capital Contribution* is shown in the Schedule A, attached and incorporated into this Agreement. Additional *Capital Contribution* means the total cash and other consideration contributed to the Company by each Member (including any Additional Member) other than the initial Capital Contribution. Any reference in this Agreement to the Capital Contribution of a current Member includes any Capital Contribution previously made by any prior Member regarding that Member’s Membership Interest. The value of a Member’s Capital Contribution is the amount of cash plus the Fair Market Value of other property contributed to the Company.

“*Cause*” means, with respect to removal of a Manager, any of the following, as determined by Members in their sole discretion: (A) gross negligence or willful misconduct by a Manager in the performance of its duties under this Agreement; (B) the Manager’s commission of any act of fraud or embezzlement against the Company or any of its Affiliates; (C) any conviction or admission of, or plea of nolo contendere to, a felony or other offense by a Manager involving dishonesty; (D) a Manager’s willful, knowing, or reckless unauthorized dissemination of Company Information in violation of this Agreement; (E) willful misappropriation of the Company’s funds or a corporate opportunity by a Manager; (F) willful or reckless conduct that has brought or is reasonably likely to bring the Company or any of its Affiliates into substantial public disgrace or disrepute or which has had or is reasonably likely to have a materially adverse effect on the business of the Company or any of its Affiliates; (G) simple negligence in performance of a Manager’s duties under this Agreement; (H) a Manager’s failure to satisfactorily perform its duties under this Agreement, after having at least twenty (20) days’ notice from the Members regarding its unsatisfactory performance; (I) any material breach by a Manager of this Agreement, which, if curable, is not cured after fifteen (15) days’ written notice of breach, or (J) the repeated failure by a Manager to perform such duties as are reasonably requested by the Members, other than on account of illness or other reasonable basis, which is not cured after fifteen (15) days’ written notice of breach.

“*Code*” means the Internal Revenue Code of 1986, as amended from time to time, and any corresponding Treasury Regulations; provided that, if a particular provision of the Code is renumbered or a subsequent federal tax law supersedes the Code, any reference is to the renumbered provision or to the corresponding provision of the subsequent law, unless the result would be clearly contrary to the Members’ intent as expressed in this Agreement.

“*Company*” means ZEROPAK OWNER, LLC, a Virginia limited liability company.

“*Company Minimum Gain*” means the minimum amount of gain that would be realized by the Company if the Company disposed of all Company property subject to the liabilities in full satisfaction of those liabilities, computed under Treasury Regulation Section 1.704-2(b) and (d).

“*Company Representative*” is defined in Section 2.03.

“*Fair Market Value*” is defined in Section 15.13.

“*Governmental Authority*” means any local, state, federal, or foreign government or its political subdivision; any agency or instrumentality of a government or its political subdivision; or any self-regulated organization or other nongovernmental regulatory authority or quasi-Governmental Authority whose rules, regulations, or orders have the force of law. Governmental Authority also means any arbitrator, court, or tribunal of competent jurisdiction.

“*Majority Vote*” means a ratio of more than 50 votes out of every 100 votes that may be cast will determine the matter subject to the vote.

“*Manager*” means any individual or legal entity designated in this Agreement as a Manager. A Manager conducts the business of the Company and is authorized to exercise the powers and duties of Manager detailed in this Agreement.

“*Member*” means any person designated in this Agreement as a Member or any person who becomes an Additional Member under this Agreement.

“*Member Minimum Gain*” means, regarding a Member Non-Recourse Debt, the least amount of gain that the Company would realize if the Company disposed of the encumbered Company property in full satisfaction of the encumbrance.

“*Member Non-Recourse Debt*” means nonrecourse Company debt for which one or more Members bear economic risk of loss as defined in Treasury Regulation Section 1.704-2(b)(4).

“*Member Non-Recourse Deductions*” means for each Taxable Year, the Company deductions that are attributable to Member Non-Recourse Debt and are characterized as Member Non-Recourse Deductions under Treasury Regulation Section 1.704-2(b).

“*Membership Interest*” means the ownership interest and rights of a Member in the Company, including the Member’s right to a distributive share of the profits and losses, the distributions, and the property of the Company and the right to consent or approve Company actions. All Membership Interests are subject to the restrictions on transfer imposed by this Agreement. Each Member’s Membership Interest is personal property and no Member will acquire any interest in any of the assets of the Company. Membership Interests may be adjusted from time to time under ARTICLE III.

“*Protected Person*” means: each Member, each Member’s employees or agents, and each of the Company’s Manager, employees, and agents.

“*Qualified Appraiser*” means an appraiser who is a member of the American Society of Appraisers, Business Valuations Division, and accredited to perform business appraisals or valuations by this organization; or, alternatively, a certified public accountant accredited in business valuation by the American Institute of Certified Public Accountants.”

“*Qualified Appraisal*” means any appraisal performed by a Qualified Appraiser.

“*Securities Act* refers” to the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations under it that are in effect at the time.

“*Taxable Year*” means the calendar year or any other accounting period selected by the Manager. Taxable Year is synonymous with fiscal year for all purposes of this Agreement.

“*Treasury Regulations*” means the Treasury Regulations under the Code in effect. If a particular provision of the Treasury Regulations is renumbered or a subsequent federal tax law supersedes the Treasury Regulations, any reference is to the renumbered provision or to the corresponding provision of the subsequent law, unless the result would be clearly contrary to the Members’ intent as expressed in this Agreement.

“*Unprotected Act*” means any act, omission, or forbearance by a Protected Person that (i) is not in good faith or is not in a manner believed by the Protected Person to be in, or not opposed to, the Company’s best interests; (ii) with respect to any criminal proceeding, the Protected Person would have reasonable cause to believe was unlawful; or (iii) constitutes fraud or willful misconduct.

## **Section 16.02 Interpretation**

The following general provisions and rules of construction apply to this Agreement.

### **(a) Singular and Plural; Gender**

Unless the context requires otherwise, words denoting the singular may be construed as plural and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within the context. The word *or*, when used in a list of more than two items, may function as both a conjunction and a disjunction as the context requires or permits.

### **(b) Headings of Articles, Sections, and Subsections**

The headings of Articles, Sections, and Subsections used within this Agreement are included solely for the reader’s convenience and reference. They have no significance in the interpretation or construction of this Agreement.

### **(c) Include, Includes, and Including**

In this Agreement, the words *include*, *includes*, and *including* mean include without limitation, includes without limitation, and including without limitation, respectively. *Include*, *includes*, and *including* are words of illustration and enlargement, not words of limitation or exclusivity.

### **(d) Words of Obligation and Discretion**

Unless otherwise specifically provided in this Agreement or by the context in which used, the word *shall* is used to impose a duty, to command, to direct, or to require. Terms such as *may*, *is authorized to*, *is permitted to*, *is allowed to*, *has the right to*, or any variation or other words of discretion are used to allow, to permit, or to provide the discretion to choose what should be done in a particular situation, without any other requirement. Unless the decision of another party is expressly required by this Agreement, words of permission give the decision-maker the sole and absolute discretion to make the decision required in the context.

### **(e) No Presumption against Drafting Party**

This Agreement is to be construed without giving force to any presumption or rule requiring construction or interpretation against the drafting party. No party may claim that an ambiguity in this Agreement should be construed against any other party or that there was any coercion, duress (economic or otherwise), negligent misrepresentation, or fraud (including fraud in the inducement) affecting the validity or enforcement of this Agreement.


**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties have executed this Operating Agreement as of the date indicated above.

MANAGER AND SOLE MEMBER:

ZEROPAK DEVELOPMENT, LLC, a Virginia limited liability company

By: Zeropak Owner, LLC, a Virginia limited liability company

By:  \_\_\_\_\_  
By: Erik Wishneff, Manager

**SCHEDULE A  
SCHEDULE OF MEMBERS**

<b>Member</b>	<b>Initial Capital Contribution</b>	<b>Ownership</b>
Zeropak Development, LLC	\$100	100% Membership Interest



**SCHEDULE B**  
**DUTIES OF ZEROPAK DEVELOPMENT, LLC, AS A MANAGER**

**Pre-Closing Duties:**

- Identify potential investment opportunities on behalf of Member.
- Perform underwriting and due diligence of prospective investment opportunities to determine whether they provide an attractive opportunity for Member based upon Member's preferred investment criteria.
- Prepare information about prospective investments for Member so that it may determine its level of interest in pursuing a given opportunity.
- If Manager and Member collectively determine that a prospective opportunity is worth pursuing, Manager shall prepare a term sheet outlining the terms of the investment and present this term sheet for review and approval.
- Once approved by Member, Manager shall present the term sheet to the project developer.
- Manager shall negotiate any modifications requested by developer to the term sheet on behalf of the Member.
- Once a term sheet is executed, and the project developer and the Member are prepared to proceed to a closing on Member's investment, Manager, in conjunction with Member's legal counsel shall prepare a closing checklist that will contain all items that will be necessary for closing.
- Manager shall oversee the closing process for the investment on Member's behalf. Manager shall review all due diligence and legal documentation and provide comments and advocate for modifications on behalf of Member as necessary.

**Post-Closing Duties:**

- Maintain regular contact with project developer during the remainder of construction through placed-in-service to ensure project remains on schedule and on budget. If any issues arise whereby the project developer either will need to deviate significantly from the project budget or schedule, Manager shall inform Member upon learning of such events and will immediately begin to coordinate any necessary actions to protect Company's investment.
- As post-closing capital contributions from Member become due, Manager shall review project developer submissions to ensure all pre-conditions to payment of such capital contributions are completed and satisfactory.
- ITC Investor Reports. As part of the investment being made by Company, it will require the project developer to provide certain information (as detailed in the Investment Documents) throughout the ITC Compliance Period and beyond. Manager shall ensure the project developer provides the required reports to Company on a timely basis.
- Financial Report Review. Manager shall review monthly/quarterly financial reports to track asset performance. Manager shall review and evaluate key indicators such as vacancy, delinquencies,

and turnover rates, and budget-to-actual variances. If any significant issues are found, Manager shall communicate with project developer and discuss potential actions to correct such problems. Manager shall also confirm annual financial audits and K-1s are prepared and delivered on a timely basis.

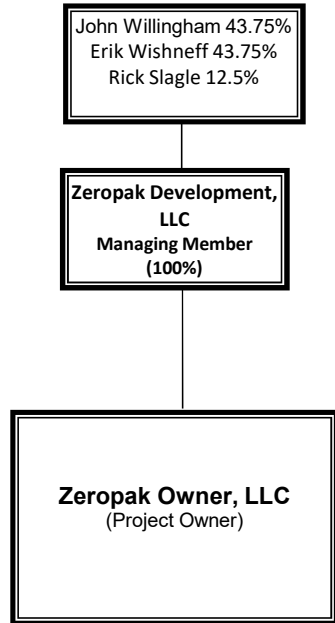
- Cash Distributions. Manager shall ensure project developer makes cash distributions to Company in the appropriate amounts.
- Asset Management. Manager shall perform ongoing asset management support that may include periodic site/sponsor visits, investment reviews, financial analysis, property analysis, and portfolio analysis.
- Guaranty Compliance. Manager shall monitor tax credit compliance status and triggers in each guaranty (completion, operating, and tax credit delivery) and the financial capacity of guarantors to meet potential obligations.
- Insurance. Manager shall ensure that the project developer's insurance is maintained at proper levels to comply with all relevant Investment Documents.
- Workout Solutions. If problems with any Company investment arises that make it difficult or impossible for project developer to comply with the requirements of any Investment Documents, Manager shall provide workout and repositioning solutions as needed.
- Reserves. Project developer will create reserve account(s) in compliance with the Investment Documents. Manager shall monitor reserve levels and ensure distribution of funds from reserve accounts are completed as permitted.
- Potential Unwind. As the applicable tax credit compliance periods end and/or the options for the Company to exit the transaction are potentially exercised by the project developer, Manager shall prepare for and assist with potential partnership and/or legal structure unwind.

**Definitions:**

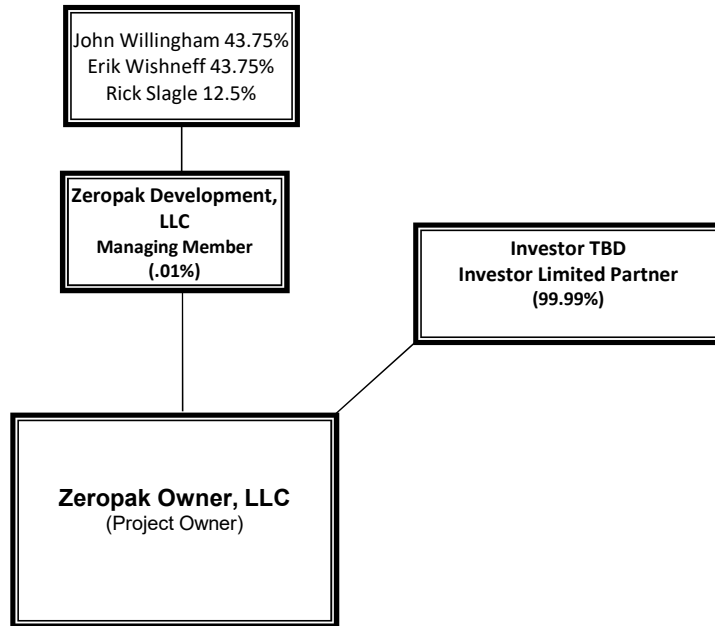
ITC Compliance Period: The recapture period specified in Section 50(a)(1) of the Code.

Investment Documents: The documents entered into by Company related to project financing and Company's investment in the project.

ZEROPAK  
ORGANIZATIONAL CHART  
(Pre LIHTC Closing)



ZEROPAK  
ORGANIZATIONAL CHART  
(Post-LIHTC Closing)



TAB A

LPA

Developer Fee Agreement

## DEVELOPMENT FEE AGREEMENT

**THIS DEVELOPMENT FEE AGREEMENT** (this “*Agreement*”) is made and entered into effective as of July \_\_, 2023, by and between **ZEROPAK OWNER, LLC**, a Virginia limited liability company (the “*Developer*”), and **ZEROPAK DEVELOPMENT, LLC**, a Virginia limited liability company (the “*Owner*”).

### W I T N E S S E T H :

WHEREAS, the Owner has been formed for the purposes, inter alia, of acquiring, financing, owning, constructing, developing, maintaining, improving, operating, leasing and selling or otherwise disposing of certain real property located in Winchester, Virginia (Winchester City) together with all improvements, furnishings, equipment and personal property to be located thereon (together, the land and improvements are known as ZeroPak Apartments Phase 1 and will be collectively referred to as the “*Apartment Complex*”), which Apartment Complex upon completion will consist of three buildings containing 122 total apartment units with all furnishings, equipment, land, real property and personal property used in connection with the operation thereof, and is intended to be rented and managed in order that it will qualify for the low-income housing tax credit provided in Section 42 of the Internal Revenue Code of 1986, as amended (the “*Code*”);

WHEREAS, in order to effectuate the purposes for which it has been formed, the Owner has engaged the services of the Developer with respect to overseeing the development of the Apartment Complex for the Owner; and

WHEREAS, the parties desire to enter into this Agreement that amends and restates in total any and all prior agreements and sets forth the obligations of, and the services to be performed by, the Developer and the compensation for such services.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

**Section 1. Obligations of the Developer.** The Developer shall have the following duties, to the extent they have not already been performed:

- (a) to assist, advise and consult on the selection of and provide coordination and supervision of the architect and engineer in connection with the preparation of and any changes to the site plan for the Apartment Complex and the renderings, drawings and specifications for construction of Improvements (the “*Plans and Specifications*”);
- (b) to be cognizant of and advise the Owner with respect to any and all rules or regulations, city ordinances, including health and fire safety regulations, or any other requirements of law or governmental authorities applicable to the development and construction of the Improvements and to coordinate the services of professionals in connection therewith;

(c) to assist, coordinate and supervise the obtaining of all necessary building permits and approvals for and in connection with the development and construction of the Apartment Complex;

(d) to consult, advise and assist in preparing a development and construction budget and pro forma cash flow projections and coordinating professionals in connection therewith;

(e) to cooperate and coordinate with the construction contractors appointed by the Owner;

(f) to otherwise use commercially reasonable best efforts to coordinate, supervise and cause the development and construction of the Apartment Complex on a timely basis and within the contemplated budget;

(g) to record the progress on all of the foregoing, and, as requested, submit written progress reports to the Owner; and

(h) to maintain or cause to be maintained at its sole cost and expense all off-site office and accounting facilities and equipment necessary to adequately perform all functions of Developer specified herein.

The Developer may retain the services of independent consultants, provided the Owner shall have no responsibility to such independent parties.

**Section 2. Services Not Contemplated By This Agreement.** The Developer is not responsible for in any manner or form and shall not perform any of the following services, it being the understanding between the parties hereto that all such listed activities and services are the exclusive responsibility of the Owner, the Managing Member and/or consultants or others engaged by the Owner:

(a) any services with respect to the acquisition of the land or buildings included in the Apartment Complex or development of nonresidential improvements;

(b) services in connection with obtaining an allocation of Credits;

(c) any services in connection with obtaining commitments from and negotiating with any permanent lender to the Apartment Complex;

(d) any services in connection with the syndication of the Owner or placement of the equity from investor members;

(e) any services with respect to the lease-up of the Apartment Complex units (such services already having been contemplated in the Management Agreement);

(f) any services in connection with the organizational structure of the Apartment Complex and any entity with respect thereto or the organization of the Owner; and

(g) any services in connection with obtaining any rental subsidies for the Apartment Complex.

The Developer understands that it will not be paid and at no time will be due any amounts under this Agreement if and to the extent the Developer should perform any such services. In connection hereto, the Developer represents, warrants and covenants that, to the best of its knowledge, it has not performed and will not perform any of such services in connection with this Agreement and, in the event the Developer has performed or does perform any such services, it agrees that no compensation at any time payable to the Developer pursuant to this Agreement will be attributable to any such services.

### **Section 3. Development Fee.**

(a) In consideration of the performance by the Developer of the development services described herein, the Owner shall pay to the Developer a development fee (the “*Development Fee*”) in the amount of \$3,719,373.00. The Owner and the Developer acknowledge that specific portions of the Development Fee shall be earned by Developer as certain benchmarks are satisfied as more particularly described in the Amended and Restated Operating Agreement of the Owner to be entered into after the date hereof (the “*Operating Agreement*”), but in any event all of the Development Fee shall be earned upon the receipt by the Owner of the final certificate of occupancy for the last building in the Apartment Complex (or, if earlier, as of the end of the first year of the credit period (as such term is defined in Section 42(f)(1) of the Code)). All amounts due and payable hereunder shall be paid in accordance with the Operating Agreement.

(b) Developer shall not be compensated for, and no portion of the Development Fee shall apply to, services in connection with the development of nonresidential improvements, the organization or syndication of the Owner, the acquisition of land or existing buildings included in the Apartment Complex, obtaining an allocation of Credits or securing financing for the Apartment Complex other than construction financing, it being the understanding between the parties hereto that all such listed activities and services are the exclusive responsibility of the Owner, the Managing Member and/or consultants or others engaged by the Owner. In addition, any amount of Development Fee that remains unpaid after Construction Completion of the Apartment Complex shall constitute a loan bearing an interest rate equal to the long-term Applicable Federal Rate for the month in which the Apartment Complex achieves Construction Completion, from the Developer to the Owner, and shall be due and payable in full by the fifteenth anniversary of Construction Completion.

**Section 4. Termination of Duties and Responsibilities of Developer.** The Developer shall have no further duties or obligations hereunder after receipt of a final certificate of occupancy for the last building in the Apartment Complex and completion of all punch list items. The Developer’s duties, responsibilities and rights hereunder shall not be terminated by the Owner except for “cause” as finally determined by a court of competent jurisdiction. For purposes hereof, “cause” shall mean fraud,



dishonesty, reckless disregard for customary practices and intentional misconduct after at least thirty (30) days' prior notice and opportunity to cure.

**Section 5. Miscellaneous.**

(a) This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned by any of the parties hereto without the written consent of the other party and the Developer may not assign or pledge its rights or its duties under this Agreement.

(b) The descriptive paragraph headings of this Agreement are inserted for convenience only and are not intended to and shall not be construed to limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provision hereof.

(c) This Agreement and the rights and obligations of the parties hereto shall be governed and construed and enforced in accordance with the laws of the Commonwealth of Virginia, without regard to principles of conflicts of laws. The parties agree and consent that venue for purposes of resolving any dispute or controversy relating to this Agreement shall be Norfolk, Virginia.

(d) This Agreement embodies the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior agreements and understandings related to such subject matter, and it is agreed that there are no terms, understandings, representations or warranties, express or implied, other than those set forth herein.

(e) This Agreement shall not be amended or modified in any respect without the prior written consent of each party hereto.

(f) No party hereto shall file or attempt to file this Agreement of record.

(g) This Agreement and the obligations of the Developer hereunder are solely for the benefit of the Owner and its Members and no benefits to third parties are intended.

(h) In the event any provision hereof is deemed to be unenforceable or against public policy, then such provision shall be deemed omitted from this Agreement and to the extent possible such provision shall be replaced with an enforceable provision which corresponds with the spirit of the omitted provision, and no other provision of this Agreement shall be affected by such omission or unenforceability.

(i) The parties agree that the prevailing party in any action or dispute involving litigation concerning the subject matter hereof, shall be entitled to reasonable attorneys' fees and court costs.

(j) The waiver by any party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

(k) All capitalized terms herein shall have the same meanings as set forth in the Operating Agreement, except as otherwise expressly set forth herein.

**Section 6. Notice.** Any notice required to be given hereunder shall be in writing and mailed by certified mail, postage prepaid, or hand delivered with receipt of service simultaneously to all parties at the addresses set forth in the Operating Agreement. Each party shall have the right to change its address for the receipt of notices, upon the giving of proper notice to all other parties hereto. Whenever a period of time is to be computed from the date of receipt of an item of certified mail, such period shall be computed from the fifth day following the date of mailing if delivery of the certified mail item is refused by the party to whom it was directed.

**Section 7. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

**Section 8. Responsibilities of the Owner.** In order for the Developer to perform duties described herein, the Owner shall:

- (a) provide full information regarding its requirements for the Apartment Complex;
- (b) designate a representative who shall be fully acquainted with the scope of the work and has authority to render decisions promptly and furnish information expeditiously; and
- (c) if the Owner becomes aware of any fault or defect in the Apartment Complex or nonconformance with any contract or other documents, it shall give prompt written notice thereof to the Developer.

**Section 9. Independent Contractor.** The parties hereto do not intend to create a partnership or any similar association for any purpose pursuant to this Agreement. The Developer shall be an independent contractor for all purposes.

**Section 10. Waiver of Jury Trial.** (a) Each of the parties hereto hereby knowingly, voluntarily and intentionally, after opportunity for consultation with independent counsel, waives its right to trial by jury in any action or proceeding to enforce or defend any rights or obligations (i) under this Agreement, (ii) arising from the financial relationship between the parties existing in connection with this Agreement or (iii) arising from any course of dealing, course of conduct, statement (verbal or written) or action of the parties in connection with such financial relationship. (b) No party hereto will seek to consolidate any such action in which a jury trial has been waived with any other action in which a jury trial has not been or cannot be waived. (c) The provisions of this Section have been fully negotiated by the parties hereto, and these provisions shall be subject to no exceptions. (d) No party hereto has in any way agreed with or represented to any other party that the provisions of this Section will not be fully

enforced in all instances. (e) This Section is a material inducement for the Owner to enter into this Agreement.

*[End of text; signatures begin on following page]*

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

**DEVELOPER:**

**ZEROPAK DEVELOPMENT, LLC,**  
a Virginia limited liability company

By: \_\_\_\_\_  
Name: John Willingham  
Title: Manager

By: \_\_\_\_\_  
Name: Erik Wishneff  
Title: Manager

By: \_\_\_\_\_  
Name: Rick Slagle  
Title: Manager

**OWNER:**

**ZEROPAK OWNER, LLC,**  
a Virginia limited liability company

**ZEROPAK DEVELOPMENT, LLC,**  
a Virginia limited liability company,  
its manager and sole member

By: \_\_\_\_\_  
Name: John Willingham  
Title: Manager

By: \_\_\_\_\_  
Name: Erik Wishneff  
Title: Manager

By: \_\_\_\_\_  
Name: Rick Slagle  
Title: Manager

# **Tab B:**

Virginia State Corporation Commission Certification  
(MANDATORY)

# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

Richmond, October 26, 2021

This is to certify that the certificate of organization of

### **Zeropak Owner, LLC**

was this day issued and admitted to record in this office and that the said limited liability company is authorized to transact its business subject to all Virginia laws applicable to the company and its business.

Effective date: October 26, 2021



STATE CORPORATION COMMISSION

Attest:

A handwritten signature in cursive script, appearing to read "Bernard J. St. John".

Clerk of the Commission

# **Tab C:**

Principal's Previous Participation Certification  
(MANDATORY)

## Appendices continued

### Previous Participation Certification

Development Name The ZeroPak - Phase 1

Name of Applicant (entity) ZeroPak Owner, LLC

#### I hereby certify that:

1. All the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification.
2. During any time that any of the participants were principals in any multifamily rental property, no property has been foreclosed upon, in default or assigned to the mortgage insurer (governmental or private); nor has mortgage relief by the mortgagee been given;
3. During any time that any of the participants were principals in any multifamily rental property, there has not been any breach by the owner of any agreements relating to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership;
4. That at no time have any principals listed in this certification been required to turn in a property to the investor or have been removed from a multifamily rental property ownership structure;
5. That to the best of my knowledge, there are no unresolved findings raised as a result of state or federal audits, management reviews or other governmental investigations concerning any multifamily rental property in which any of the participants were principals;
6. During any time that any of the participants were principals in any multifamily rental property, there has not been a suspension or termination of payments under any state or federal assistance contract for the property;
7. None of the participants has been convicted of a felony and is not presently, to my knowledge, the subject of a complaint or indictment charging a felony. A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a state and punishable by imprisonment of two years or less;
8. None of the participants has been suspended, debarred or otherwise restricted by any federal or state governmental entity from doing business with such governmental entity; and
9. None of the participants has defaulted on an obligation covered by a surety or performance bond and has not been the subject of a claim under an employee fidelity bond.
10. None of the participants is a Virginia Housing employee or a member of the immediate household of any of its employees.
11. None of the participants is participating in the ownership of a multifamily rental housing property as of this date on which construction has stopped for a period in excess of 20 days or, in the case of a multifamily rental housing property assisted by any federal or state



## Appendices continued

governmental entity, which has been substantially completed for more than 90 days but for which requisite documents for closing, such as the final cost certification, have not been filed with such governmental entity.

12. None of the participants has been found by any federal or state governmental entity or court to be in noncompliance with any applicable civil rights, equal employment opportunity or fair housing laws or regulations.
13. None of the participants was a principal in any multifamily rental property which has been found by any federal or state governmental entity or court to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended, during the period of time in which the participant was a principal in such property. This does not refer to corrected 8823's.
14. None of the participants is currently named as a defendant in a civil lawsuit arising out of their ownership or other participation in a multi-family housing development where the amount of damages sought by plaintiffs (i.e., the ad damnum clause) exceeds One Million Dollars (\$1,000,000).
15. None of the participants has pursued a Qualified Contract or planned foreclosure in Virginia after January 1, 2019.

Statements above (if any) to which I cannot certify have been deleted by striking through the words. In the case of any such deletion, I have attached a true and accurate statement to explain the relevant facts and circumstances.

Failure to disclose information about properties which have been found to be out of compliance or any material misrepresentations are grounds for rejection of an application and prohibition against future applications.



Signature



Printed Name



Date (no more than 30 days prior to submission of the Application)

# **Tab D:**

List of LIHTC Developments (Schedule A)  
(MANDATORY)

# List of LIHTC Developments (Schedule A)



Development Name: The ZeroPak - Phase 1

Name of Applicant: ZeroPak Owner, LLC

**INSTRUCTIONS:**

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: John Willingham Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1								
2								
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5								
6								
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38								
39								
40								

\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE  
TOTAL:

0 0

#DIV/0!

LIHTC as % of  
Total Units

# List of LIHTC Developments (Schedule A)



Development Name: The ZeroPak - Phase 1

Name of Applicant: ZeroPak Owner, LLC

**INSTRUCTIONS:**

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Erik Wishneff Controlling GP (CGP) or 'Named' Managing Member of Proposed property? N Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1								
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3								
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40								

\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE  
TOTAL:

0 0

#DIV/0!

LIHTC as % of  
Total Units

# List of LIHTC Developments (Schedule A)



Development Name: The ZeroPak - Phase 1

Name of Applicant: ZeroPak Owner, LLC

**INSTRUCTIONS:**

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Rick Slagle Controlling GP (CGP) or 'Named' Managing Member of Proposed property? N Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1								
2								
3								
4								
5								
6								
7								
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39								
40								

\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE  
TOTAL:

0 0

#DIV/0!

LIHTC as % of  
Total Units

# **Tab E:**

Site Control Documentation & Most Recent Real  
Estate Tax Assessment (MANDATORY)



### **Site Control Summary:**

1. The majority of the site is owned by deed by ZeroPak Development, LLC. This site includes the entire building that will include all 122 units and 100% of the common building space. In addition, this site includes 89 of the total 186 parking spots (52 interior and 37 surface spaces).
2. There is a second site directly across N Cameron St that will be 97 spaces of additional parking for ZeroPak residents. The subdivision of the property into the 1.1606-acre lot was approved.
3. The Purchase Agreement specified a closing to occur after the subdivision on or before August 31, 2023, which will occur prior to that date. There are no additional obstacles to the acquisition and the target date for our acquisition of that site is August 25, 2023.

## OPTION TO PURCHASE

This Option to Purchase (this "**Agreement**"), effective as of July 24, 2023 ("**Effective Date**"), is made by and between ZeroPak Development, LLC, a Virginia limited liability company (the "**Optionor**"), and ZeroPak Owner, LLC, a Virginia limited liability company ("**Optionee**").

### RECITALS

- A. Optionor is the owner of certain real property located in Winchester, Virginia and described on the attached Exhibit A ("**Property**"), and wishes to grant Optionee an option to purchase the Property.
- B. Optionee wishes to accept the option to purchase the Property on the terms and conditions stated below.

Therefore, the parties agree as follows:

### AGREEMENT

1. **Grant of Option to Purchase.** In consideration of Optionor's receipt of \$10.00 from Optionee (which is hereby acknowledged), Optionor hereby grants to Optionee the exclusive right and option to purchase the Property (the "**Option**") at any time after the Effective Date, and continuing until 5:00 p.m. on July 24, 2024 (the "**Option Expiration Date**").
2. **Purchase Price.** This Option shall not be recorded; however, a further agreement to be entered into between the Optionor and the Optionee, or a memorandum thereof, is expected to be executed by the Optionor and Optionee. All costs of transfer and such recordation will be borne by Optionee. The amount of the Purchase Price (as defined in the further agreement) will be equal to One Million Two Hundred Twenty-One AND NO/100 DOLLARS (\$1,221,000.00) payable upon execution of such agreement in cash or by promissory note bearing interest at the applicable federal rate.
3. **Application of Consideration to Purchase Price.** If Optionee elects to purchase the Property under the terms and conditions of this Agreement, the consideration paid for the Option will not be applied to the purchase price.
4. **Exercise of Option.** Optionee may exercise the Option by giving Optionor written notice, signed by Optionee, on or before the Option Expiration Date.
5. **Proof of Title.** Optionor will, at Optionee's expense, furnish Optionee a policy of title insurance, written by a title insurer acceptable to Optionee, insuring the title to the Property on terms acceptable to Optionee.
6. **Failure to Exercise Option.** If Optionee does not exercise the Option in accordance with its terms and before the Option Expiration Date, the Option and the rights of Optionee will automatically and immediately terminate without notice. In the event Optionee fails to exercise the Option, the Optionor will retain the sum paid as consideration for the Option.
7. **Notices.** All notices provided for in this Agreement will be deemed to have been duly given if and when deposited in the United States mail with proper and sufficient postage affixed, properly addressed to the party for whom intended at the party's address listed above, or when delivered personally to such party.



8. **Binding Effect.** This Agreement will be binding upon and inure only to the benefit of the parties to it.
9. **Marketing.** Optionor shall not market the Property or enter into any contract or option to sell the Property prior to the Option Expiration Date.
10. **Contingencies.** Optionee's exercise of the Option is contingent upon the following, without limitation: (a) the Optionee determining the feasibility of the Property and the Improvements for development, (b) the Optionee obtaining financing for the development of the Property and the Improvements, including an allocation of tax credits from the Virginia Housing Development Authority, and (c) determinations satisfactory to the Optionee that the Property and Optionee's development plan meet all applicable governmental requirements, including without limitation any review and approvals that may be required pursuant to the National Environmental Policy Act ("**NEPA**") and related requirements under 24 CFR Parts 50 or 58, if applicable.

*[signature pages follow]*

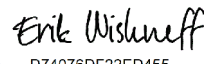
[signature page to Option to Purchase]

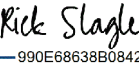
**OPTIONEE:**

**ZEROPAK OWNER, LLC,**  
a Virginia limited liability company

**ZEROPAK DEVELOPMENT, LLC,**  
a Virginia limited liability company,  
its manager and sole member

DocuSigned by:  
  
By: 565699B52C0A41A...  
Name: John Willingham  
Title: Manager

DocuSigned by:  
  
By: D74076DF22ED455...  
Name: Erik Wishneff  
Title: Manager


DocuSigned by:  
  
By: 990E68638B0842C...  
Name: Rick Slagle  
Title: Manager


[signature pages continue on next page]

[signature page to Option to Purchase]

**OPTIONOR:**

**ZEROPAK DEVELOPMENT, LLC,**  
a Virginia limited liability company

DocuSigned by:  
  
565699B52C0A41A...  
By: \_\_\_\_\_  
Name: John Willingham  
Title: Manager

DocuSigned by:  
  
D74076DF22ED455...  
ERIK WISLUNEFF  
By: \_\_\_\_\_  
Name: Erik Wisluneff  
Title: Manager

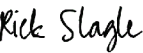
DocuSigned by:  
  
990E68638B0842C...  
By: \_\_\_\_\_  
Name: Rick Slagle  
Title: Manager

Exhibit A to Option to Purchase

All of the parcel of land, together with all improvements thereon and appurtenances thereunto belonging, located in the City of Winchester, Virginia, and designated Lot 1, containing 132,698 square feet, more or less, on the consolidation plat dated October 15, 1990, and of record in the land records of the Clerk's Office of the Circuit Court of the City of Winchester, Virginia, in Deed Book 250, Page 1280; TOGETHER WITH a 0.227 acre, more or less, portion of the above-described parcel being under lease as described in the Indenture dated August 3, 1916, and of record in the aforesaid land records in Deed Book 32, Page 90, designated "Parcel B" on the plat of record in the aforesaid land records in Deed Book 32, Page 89, and further designated "D.B. 32 – P. 90" as part of Lot 1 on the plat of record in the aforesaid land records in Deed Book 250, Page 1280; AND BEING a portion of the same real property conveyed to Cyrus Square, L.L.C., from Marble Systems, Inc., by deed dated December 18, 2013, and of record in the aforesaid land records as Instrument Number 140000323.

**Property Address is 536-598 North Cameron Street, Winchester, Virginia 22601.**

## ASSIGNMENT OF PURCHASE AND SALE AGREEMENT

THIS ASSIGNMENT OF PURCHASE AND SALE AGREEMENT (this “*Assignment*”) is made as of July 24, 2023, by and between ZeroPak Development, LLC, a Virginia limited liability company (“*Purchaser*”), and ZeroPak Owner, LLC, a Virginia limited liability company (“*Assignee*”, and together with Purchaser, the “*Parties*”).

### RECITALS

WHEREAS, Purchaser has entered into a Purchase and Sale Agreement with Cyrus Square, LLC (the “*Seller*”), dated March 7, 2022, (collectively, as amended, the “*Purchase Agreement*”) for the purchase of certain property located in in the City of Winchester, Virginia and more particularly described in the Purchase Agreement (the “*Property*”):

WHEREAS, pursuant to Section 14(C) of the Purchase Agreement, the Purchaser may assign the Purchase Agreement to Assignee; and

WHEREAS, Purchaser formed Assignee for the purpose of purchasing and owning the Property; and

WHEREAS, Purchaser desires to assign the Purchase Agreement to Assignee and Assignee desires to assume the same.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Purchaser does hereby assign, sell, transfer and convey all of its right, title and interests in, to and under the Purchase Agreement to Assignee and Assignee hereby assumes all of Purchaser’s rights, duties and obligations in, to and under the Purchase Agreement. Purchaser or Assignee may further assign their rights hereunder with the prior written consent of all parties hereto. Capitalized terms, not otherwise defined herein, shall have the definitions ascribed to them in the Purchase Agreement.
2. This Assignment shall be binding upon Purchaser and shall inure to the benefit of Assignee and its successors, heirs and assigns.
3. The terms of this Assignment shall be interpreted, construed and enforced pursuant to the laws of Virginia.
4. This Assignment may be executed in counterparts and the facsimile or electronic transmittal of a copy hereof bearing any person’s signature shall have the same force and effect as the physical delivery to the same recipient of a copy hereof bearing such person’s original signature.

**[Signatures appear on the following page]**

[Signature Page of Assignment of Purchase and Sale Agreement]

IN WITNESS WHEREOF this Assignment has been executed by authorized representatives of the undersigned.

**PURCHASER:**

**ZEROPAK DEVELOPMENT, LLC,**  
a Virginia limited liability company

By: DocuSigned by: John Willingham  
Name: John Willingham

Title: \_\_\_\_\_  
By: DocuSigned by: Erik Wishneff  
Name: Erik Wishneff

Title: Manager  
By: DocuSigned by: Rick Slagle  
Name: RICK Slagle  
Title: Manager

**ASSIGNEE:**

**ZEROPAK OWNER, LLC,**  
a Virginia limited liability company

**ZEROPAK DEVELOPMENT, LLC,**  
a Virginia limited liability company,  
its manager and sole member

By: DocuSigned by: John Willingham  
Name: John Willingham  
Title: Manager

By: DocuSigned by: Erik Wishneff  
Name: ERIK WISHNEFF  
Title: Manager

By: DocuSigned by: Rick Slagle  
Name: Rick Slagle  
Title: Manager

220000764

This deed was prepared by  
and should be returned to:  
Cary M. Craig, Jr. [VSB No. 74056]  
Harrison & Johnston, PLC  
21 South Loudoun Street  
Winchester, Virginia 22601  
540-667-1266

Consideration: \$875,000.00  
Tax Assessed Value: \$296,300.00  
Tax Map No. 154-01-B- 1-  
Title Insurance Underwriter: Chicago  
Title Insurance Company

THIS DEED is made as of March 24, 2022, by and between **CYRUS SQUARE, LLC** (also referred to as **CYRUS SQUARE, L.L.C.**), as Grantor; and **ZEROPAK DEVELOPMENT, LLC**, as Grantee, having a mailing address of **925 Meadow Court, Winchester, Virginia, 22601**.

WITNESSETH:

That for and in consideration of the sum of **\$875,000.00**, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey, in fee simple and with General Warranty and English Covenants of Title, unto the Grantee the following described real property (the "Property"):

All of the parcel of land, together with all improvements thereon and appurtenances thereunto belonging, located in the City of Winchester, Virginia, and designated Lot 1, containing 132,698 square feet, more or less, on the consolidation plat dated October 15, 1990, and of record in the land records of the Clerk's Office of the Circuit Court of the City of Winchester, Virginia, in Deed Book 250, Page 1280; TOGETHER WITH a 0.227 acre, more or less, portion of the above-described parcel being under lease as described in the Indenture dated August 3, 1916, and of record in the aforesaid land records in Deed Book 32, Page 90, designated "Parcel B" on the plat of record in the aforesaid land records in Deed Book 32, Page 89, and further designated "D.B. 32 - P. 90" as part of Lot 1 on the plat of record in the aforesaid land records in Deed Book 250, Page 1280; AND BEING a portion of the same real property conveyed to Cyrus Square, L.L.C., from Marble Systems, Inc., by deed dated December 18, 2013, and of record in the aforesaid land records as Instrument Number 140000323.

Property Address is **536-598 North Cameron Street, Winchester, Virginia 22601**.

Further, for and in consideration as aforesaid, the Grantor does hereby grant, convey, assign, and release unto the Grantee, and its successors and assigns, all of Grantor's right, title, and interest in and to the leasehold rights to the Property described above and as acquired by C. L. Robinson Ice and Cold Storage Corporation by and described in the Indenture dated August 3, 1916, and of record in the aforesaid land records in Deed Book 32, Page 90, designated "Parcel B" on the plat of record in the aforesaid land records in Deed Book 32, Page 89, and further designated "D.B. 32 - P. 90" as Part of Lot 1 on the plat of record in the aforesaid land records in Deed Book 250, Page 1280.

Reference is hereby made to the aforesaid instruments, the attachments thereto, and the references therein contained for a further and more particular description of the property hereby conveyed. This conveyance is made subject to easements, conditions, and restrictions of record insofar as they may lawfully affect the Property.

This Deed shall have the effect of general warranty defined in Virginia Code §§ 55.1-354 and 55.1-356, as amended and in force on this date.

WITNESS the following signature and seal:

Cyrus Square, LLC

 (SEAL)  
By: Maryam Hashemian, Sole Member

STATE OF \_\_\_\_\_, AT LARGE,  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me on March \_\_\_\_\_, 2022, by Maryam Hashemian, Sole Member of Cyrus Square, L.L.C., a Virginia limited liability company, on behalf of said company.

\_\_\_\_\_  
Notary Public  
Notary registration number: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



# Acknowledgment by Individual

State of Florida

County of Miami-Dade

The foregoing instrument was acknowledged before me this 23rd day of March, 2022, by means of  physical presence or  online notarization

Maryam Hashemain (name of person acknowledging).

- Personally known to me
- Produced Identification

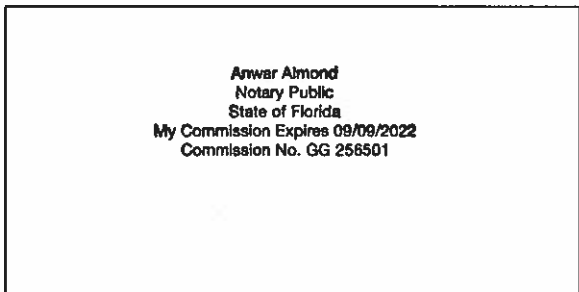
Type of Identification Produced Maryland Driver License

Notary signature Anwar Almond

Notary name (typed or printed) Anwar Almond

Title (e.g., Notary Public) Notary Public

Place Seal Here



## For Bank Purposes Only Description of Attached Document

Type or Title of Document

Witnesseth

Document Date

Number of Pages

03/23/2022

Signer(s) Other Than Named Above

Account Number (if applicable)

INSTRUMENT 220000764  
 RECORDED IN THE CLERK'S OFFICE OF  
 WINCHESTER CIRCUIT COURT ON  
 MARCH 25, 2022 AT 03:02 PM  
 \$875.00 GRANTOR TAX WAS PAID AS  
 REQUIRED BY SEC 58.1-802 OF THE VA. CODE  
 STATE: \$437.50 LOCAL: \$437.50  
 WILLIAM D. GARDNER, CLERK  
 RECORDED BY: SAI

COURT ADDRESS:  
5 NORTH KENT STREET  
WINCHESTER, VA 22601  
PHONE # :540-667-5770



OFFICIAL RECEIPT  
WINCHESTER CIRCUIT COURT  
DEED RECEIPT

DATE : 03/25/2022 TIME : 15:04:22

RECEIPT # : 22000002406 TRANSACTION # : 22032500026

CASHIER : SAI REGISTER # : E654

INSTRUMENT : 220000764 BOOK :

GRANTOR : CYRUS SQUARE LLC

GRANTEE : ZEROPAK DEVELOPMENT LLC

RECEIVED OF : HARRISON & JOHNSTON, PLC REAL ESTATE TRUST

ADDRESS : 925 MEADOW CT WINCHESTER 22601

DATE OF DEED : 03/23/2022

MULTI : \$6,232.00 CHECK/MO NUMBER : 7845

DESCRIPTION 1 : LR: 140000323

2 : 536-598 N CAMERON ST

CONSIDERATION : \$875,000.00 AVAIL : \$296,300.00

CASE # : 840CLR220000764

FILING TYPE : DBS

RECORDED : 03/25/2022

EX : N

EX : N

PAYMENT : FULL PAYMENT

AT : 15:02

LOC : CI

PCT : 100%

PAGES : 003

OP : 0

PIN OR MAP : 154-01-B- 1-

NAMES : 0

ACCOUNT CODE	DESCRIPTION	PAID	ACCOUNT CODE	DESCRIPTION	PAID
035	VIRGINIA OUTDOOR FOUNDATION	\$3.00	145	VSLF	\$3.50
036	DEED PROCESSING FEE	\$20.00	212	TRANSFER FEE	\$1.00
038	STATE GRANTOR TAX	\$437.50	214	CITY GRANTEE TAX	\$729.17
039	STATE GRANTEE TAX	\$2,187.50	220	COUNTY GRANTOR TAX	\$437.50
106	TECHNOLOGY TRST FND	\$5.00	301	CLERK RECORDING/INDEXING FEE	\$14.50

TENDERED : \$ 6,232.00

AMOUNT PAID : \$ 3,838.67

APPLIED TO NEXT CASE : \$ 2,393.33



### VIRGINIA REALTORS® Commercial Purchase Agreement

Each commercial transaction is different. This form may not address your specific purpose. This is a legally binding document. If not understood, seek competent advice before signing.

This Commercial Purchase Agreement (the "Agreement") is dated March 7, 2022, between Cyrus Square, LLC ("Seller") and Zeropak Development, LLC ("Purchaser"). The parties acknowledge that \_\_\_\_\_ ("Listing Broker") represents Seller and that \_\_\_\_\_ ("Selling Broker") represents [select one]:  Seller  Purchaser. The parties further acknowledge that disclosure of the brokerage relationships was made to them by the real estate licensees involved in this transaction when specific assistance was first rendered and confirmed in writing.

1. **Sale of Property.** Purchaser agrees to buy and Seller agrees to sell the land, all improvements thereon, and all rights and appurtenances thereto belonging, located in the City/County of Winchester, Virginia, with a tax parcel no. of TBD and a street address of Approximate 1.05 acre lot plus improvement as noted on Exhibit. Seller discloses that [select one]:  there are no tenants or other parties in possession of the Property OR  there are tenants or persons who are in possession of the Property as set forth on **SCHEDULE A** attached hereto.

2. **Purchase Price.** The purchase price for the Property is Three Hundred Thousand Dollars (\$ 300,000.00) (the "Purchase Price") and shall be paid to Seller at Settlement, subject to the prorations and adjustments described herein, as follows:

A. **Deposit.** Purchaser shall make a deposit of \$ 5,000.00 to be held by Harrison and Johnston, PLC (the "Escrow Agent") in the form of:  check  cash  other \_\_\_\_\_ (the "Deposit"). Purchaser [select one]:  has paid the Deposit to the Escrow Agent OR  will pay the Deposit to the Escrow Agent within 5 days (the "Extended Deposit Date") after the date this Contract is fully executed by the parties. If Purchaser fails to pay the Deposit as set forth herein, then Purchaser shall be in breach of this Contract. At Seller's option and in lieu of all other remedies set forth in this Contract, Seller may terminate this Contract by written notice to Purchaser and neither party shall have any further obligation hereunder.

If the Escrow Agent is a Virginia Real Estate Board ("VREB") licensee, the parties direct the Escrow Agent to place the Deposit in an escrow account by the end of the fifth business banking day following the latter of: (i) the date this Contract is fully executed by the parties, or (ii) the Extended Deposit Date. If the Escrow Agent is not a VREB licensee, the parties direct the Escrow Agent to place the Deposit in an escrow account in conformance with applicable Federal or Virginia law and regulations. The Deposit may be held in an interest bearing account and the parties waive any claim to interest resulting from such Deposit. The Deposit shall not be released by the Escrow Agent until (i) credited toward the purchase price at settlement; (ii) Seller and Purchaser agree in writing as to its disposition; (iii) a court of competent jurisdiction orders a disbursement of the funds; or (iv) disbursed in such manner as authorized by the terms of this Contract or by Virginia law or regulations. Seller and Purchaser agree that Escrow Agent shall have no liability to any party for disbursing the Deposit in accordance with this paragraph, except in the event of Escrow Agent's negligence or willful misconduct.

B. **Balance.** The balance of the Purchase Price shall be paid by Purchaser at Settlement in certified funds or bank wire (inclusive of any loan obtained by Purchaser to purchase the Property).

3. **Settlement.**

A. **Settlement of Property.** Settlement of the purchase and sale of the Property shall be made at Harrison and Johnston, PLC on SEE PARAGRAPH 15 ("Settlement"). Possession of the Property shall be delivered to Purchaser at Settlement.

B. Deliveries by Seller at Settlement. At Settlement, Seller shall deliver to Purchaser the following:

(i) A general warranty deed with full English covenants of title (the "Deed") conveying to the Purchaser good and marketable fee simple title to the Property, free and clear of all liens, encumbrances, conditions and restrictions, except any lien for real estate taxes not yet due and payable, and any Title Objections for which Purchaser has no objection and/or has waived such objection pursuant to Paragraph 5;

(ii) An affidavit for the benefit of Purchaser and its title insurer, satisfactory to Purchaser's title company (the "Affidavit") stating that (i) no right to a mechanic's or materialman's lien has accrued with respect to the Property as a result of any act or omission by the Seller and (ii) there are no outstanding leases or agreements with regard to, or other parties in or entitled to possession of, the Property except as disclosed in **SCHEDULE A** attached hereto;

(iii) A Certificate of Non-Foreign Status as required by Section 1445 of the Internal Revenue Code of 1986 and any other certificates required by any governmental authority or agency;

(iv) If the Property is leased, a tenant estoppel certificate and an assignment of lease (including the transfer of the security deposit at Settlement) for each and every tenant of the Property, in forms acceptable to Purchaser; and

(v) Such other Seller certifications as Purchaser's lender or title company may reasonably require.

C. Costs and Prorations. Seller shall pay the costs of preparing the Deed, the Grantor's tax thereon and any other expenses incurred by Seller. Purchaser shall pay for the title search, title insurance premiums, survey expenses, lender fees, Grantee's tax and all other settlement expenses incurred by Purchaser. Real estate taxes, rent, CAM and assessments, as applicable, shall be prorated between Seller and Purchaser as of the date of the Settlement. Each party shall pay its own legal, accounting and other expenses incurred in connection with this Agreement or Settlement.

D. Condition of Property. Purchaser agrees to accept the Property at Settlement in its physical condition at the time this Agreement is fully executed by all parties, except as otherwise provided herein. Seller agrees to maintain the Property in good condition and repair until Settlement. At Settlement, Seller agrees to transfer to Purchaser all existing warranties, if any, on the Property's roof, structural components, HVAC, mechanical, electrical, security and plumbing systems.

4. Feasibility Period.

A. For a period of \_\_\_\_\_ ( \_\_\_\_\_ ) days following execution of this Agreement by all parties (the "Feasibility Period"), Purchaser, its agents and contractors, shall have the right to: (i) enter the Property for the purpose of inspecting the Property and performing tests as are desirable to Purchaser in its sole and absolute discretion; (ii) seek zoning information from the local governing authority concerning Purchaser's intended use of the Property; and/or (iii) apply for lender financing to acquire the Property.

B. Within five (5) days after Seller's receipt of a fully executed copy of this Agreement, if not previously delivered, Seller shall deliver to Purchaser copies of the following materials related to the Property if in Seller's possession: (i) any Phase I or other environmental studies; (ii) a current survey; (iii) the most current owner's title insurance policy; and (iv) all leases and rent rolls for each tenant identified in **SCHEDULE A** (including without limitation, the base monthly rental and all taxes, insurance, and other pass-throughs paid by the tenant), and all contracts affecting the Property that are not terminable at will. Items (i) through (iv) are collectively referred to as the "Materials".

C. If Purchaser is not satisfied in its sole and absolute discretion with all aspects of the Property (including zoning) or the Materials, or has not obtained financing upon terms and conditions satisfactory to Purchaser, then Purchaser shall have the right, upon written notice to Seller prior to the expiration of the Feasibility Period, to terminate this Agreement, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11. Purchaser acknowledges that the Feasibility Period will not be extended for any reason, regardless of whether Purchaser has completed its inspections or zoning inquiry, or has obtained financing.

D. If Purchaser fails to acquire the Property, Purchaser agrees: (i) to repair any damage arising as a result of its exercise of the right of access granted in this Paragraph 4; (ii) to indemnify and hold Seller harmless from any and all liability of any kind or nature whatsoever as a result of the exercise of such right of access, other than as a result of Seller's negligence or misconduct or the negligence or misconduct of Seller's agents, employees or contractors; and (iii) upon demand to return the Materials to Seller.

5. Title and Survey Objections. Purchaser may, at its sole expense, obtain a title insurance commitment and a survey for the Property. Prior to the expiration of the Feasibility Period, Purchaser shall notify the Seller in writing as to any title or survey objections regarding the Property that the Purchaser is unwilling to accept (collectively the "Title Objections"). Seller shall advise Purchaser in writing within ten (10) days after receipt of such notice, which if any of the Title Objections will not be cured by Seller at or prior to Settlement. If Seller fails to respond to Purchaser within such ten (10) day period or if Seller's response indicates that it does not intend to cure one or more of the Title Objections, then Purchaser may, at its option either (i) terminate this Agreement by giving written notice to Seller; (ii) cure such Title Objections at its own expense and proceed to Settlement with no reduction in the Purchase Price; or (iii) waive such Title Objections and proceed to Settlement, with no reduction in the Purchase Price. If Purchaser elects to terminate this Agreement, the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11.

6. Conditions Precedent to Obligation of Purchaser. This Agreement and all of Purchaser's obligations hereunder are further subject to Purchaser determining in its sole and absolute discretion that all of the conditions set forth in this Paragraph 6 have been satisfied or waived in writing by Purchaser. In the event that any of the following conditions are not satisfied or waived by Purchaser, Purchaser may give written notice to Seller terminating this Agreement on or before Settlement, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11.

A. Seller's Representations and Warranties. All the representations and warranties of Seller made herein shall have been true when made and shall be true and correct as of Settlement, with no material changes therein.

B. Seller's Deliveries. As of Settlement, Seller shall have taken all action and delivered all documents and materials required by this Agreement.

C. No Litigation. As of Settlement, there shall be no litigation, proceeding or investigation pending, or to the knowledge of Purchaser or Seller threatened, which might prevent or adversely affect the intended use of the Property or which questions the validity of any action taken or to be taken by Seller or Purchaser hereunder, or which threatens the continued operation of the Property for commercial purposes.

7. Representations and Warranties of the Seller. Seller, jointly and severally (if more than one Seller), represents and warrants unto Purchaser as of the date hereof and on the Settlement date that:

A. Authority and Marketable Title. Seller is the owner of the Property, possesses the requisite authority to enter into and perform this Agreement, and has the absolute right to sell, assign, and transfer the Property to Purchaser at Settlement.

B. No Pending Litigation or Bankruptcy. There are no actions, suits or proceedings at law or in equity pending, threatened against, or affecting the Property before or by any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality. No bankruptcy or similar action, whether voluntary or involuntary, is pending or is threatened against Seller, and Seller has no intention of filing or commencing any such action within ninety (90) days following Settlement.

C. No Outstanding Purchase Option. No option, right of first refusal or other contractual opportunity to purchase the Property has been granted to, or executed with, a third-party that is enforceable against Seller and/or the Property giving such third-party a right to purchase an interest in the Property or any party thereof.

D. No Notice of Repairs. Seller has received no written notice from any governmental agency that repairs, alterations or corrections that must be made to the Property.

E. Utilities. The Property is connected to **[select one]:**  a municipal water and sewer system and has utility meters installed within the Property **OR**  a well and septic system located on the Property. Seller makes no representation on whether the capacities of such utilities are sufficient for Purchaser's intended use of the Property.

F. Hazardous Materials. To the best of Seller's actual knowledge, no toxic or hazardous materials (as said terms are defined in any applicable federal or state laws) have been used, discharged or stored on or about the Property in violation of said laws, and to the best of Seller's knowledge, no such toxic or hazardous materials are now or will be at Settlement located on or below the surface of the Property. There are no petroleum storage tanks located on or beneath the surface of the Property.

G. Parties in Possession. As of the Settlement date, there will be no adverse or other parties in possession of the Property or any part thereof, nor has any party been granted any license, lease or other right or interest relating to the use or possession of the Property or any part thereof, except for the Leases attached hereto and made a part hereof as **SCHEDULE A.**

H. Other Contracts. Seller is not a party to any contracts relating to the Property that is not terminable at will, except as disclosed on **SCHEDULE B,** which is attached hereto and made a part hereof. Between the date of this Agreement and the Settlement date, Seller will not, without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, enter into any contract relating to the Property that is not terminable at will.

I. No Undisclosed Restrictions. Seller has not, nor to the best of Seller's knowledge or belief has any predecessor in title, executed or caused to be executed any document with or for the benefit of any governmental authority restricting the development, use or occupancy of the Property that has not specifically been disclosed to Purchaser or wouldn't be revealed by a title report.

8. Risk of Loss. The risk of loss or damage to the Property by fire or other casualty prior to Settlement shall be on the Seller. If such loss or damage materially and adversely affects the use of the Property as of Settlement, Purchaser shall be entitled to terminate this Agreement by written notice to Seller, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11.

9. Condemnation. If, prior to Settlement, any taking pursuant to the power of eminent domain is proposed or occurs, as to all or any portion of the Property intended to be acquired at Settlement by the Purchaser, or sale occurs in lieu thereof, the Purchaser shall be entitled to terminate this Agreement by written notice to Seller, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11.

10. Access/Cooperation. During the term of this Agreement, Purchaser and his duly authorized agents shall be entitled to reasonable access to the Property for the purpose of surveying, appraising and making other findings related to the Property. Purchaser agrees to indemnify and hold the Seller harmless from any and all liability of any kind or nature whatsoever as a result of the exercise of such right of access, other than as a result of the Seller's gross negligence or willful misconduct.

11. Agents and Brokers. Each party represents and warrants that it did not consult or deal with any broker or agent with regard to this Agreement or the transaction contemplated hereby, except for the Listing Broker and the Selling Broker, and each party hereto agrees to indemnify and hold harmless the other party from all liability, expense, loss, cost or damage, including reasonable attorneys' fees, that may arise by reason of any claim, demand or suit of any agent or broker arising out of facts constituting a breach of the foregoing representation and warranty. Listing Broker shall be paid a brokerage fee by Seller of  \_\_\_\_\_ % of the Purchase Price. Selling Broker shall be paid by Seller a fee of  \_\_\_\_\_ % of the Purchase Price. The fees to the Listing Broker and Selling Broker shall be paid in cash at Settlement.

12. Notices. Any notice, request or demand required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given if, delivered by hand or messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient, at the intended recipient's address set forth below, or at such other address as the intended recipient may have specified by written notice to the sender given in accordance with the requirements of this Paragraph. Any such notice, request or demand so given shall be deemed given on the day it is received by the recipient.

For the Seller:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For Purchaser:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. Default.

A. Default by Purchaser. If Purchaser defaults under this Agreement, the damages suffered by Seller would be difficult to ascertain. **Therefore, Seller and Purchaser agree that, in the event of a default by Purchaser, Seller's sole and exclusive remedy, in lieu of all other remedies, shall be to terminate this Agreement and retain the Deposit as full and complete liquidated damages.** If the deposit is retained as liquidated damages, Seller agrees to

pay one-half of the Deposit to the Listing Broker to compensate Broker for his brokerage services in the transaction. Such payment shall have no effect on the payment due in any subsequent transaction. Seller hereby specifically waives the right to seek specific performance of this Agreement by Purchaser or any other remedy at law or in equity, provided that Seller reserves the right to all remedies available at law and in equity solely in order to enforce the indemnification obligations of Purchaser under Paragraphs 4D., 10 and 11 herein.

B. Default by Seller. If Seller defaults under this Agreement, Purchaser shall have the option to (i) seek specific performance of this Agreement, or (ii) terminate this Agreement, in which event the Deposit shall be promptly refunded to Purchaser. Seller shall be liable for Purchaser's expenses in the filing of any specific performance action, including reasonable attorney's fees and court costs.

C. Right to Cure Default. Prior to any termination of this Agreement as provided in Subparagraphs 13A. and 13B., the non-defaulting party shall provide written notice of any default(s) to the defaulting party (the "Default Notice") permitting the defaulting party ten (10) days to cure any such default(s). If defaulting party does not cure the default(s) or does not respond to the Default Notice, then the non-defaulting party may terminate the Agreement by written notice to the defaulting party. Nothing herein shall prevent either party from seeking a judicial determination regarding any default; provided however, the court shall award the expenses of attorney's fees and court costs to the prevailing party in any such action.

D. Brokerage Fees. Notwithstanding the remedies set forth in Subparagraphs 13A., 13B, and 13C, if either Seller or Purchaser defaults under this Agreement, the defaulting party shall be liable for the full amount of the brokerage fees set forth in Paragraph 11 and any brokerage fees set forth in Seller's listing agreement with the Listing Broker for the Property (which document is hereby incorporated herein by this reference) as if this Agreement and Seller's listing agreement had been performed, and for any damages and all expenses incurred by the Listing Broker and the Selling Broker in connection with this transaction and the enforcement of this Agreement and Seller's listing agreement, including, without limitation, attorney's fees and court costs. Payment of a real estate broker's fee as the result of a transaction relating to the Property which occurs subsequent to a default under this Agreement shall not relieve the defaulting party of liability for any brokerage fees due under this Agreement or Seller's listing agreement.

#### 14. Miscellaneous.

A. Final Agreement. This Agreement contains the entire agreement between the parties hereto relating to the Property and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties hereto.

B. Virginia Law Applicable. This Agreement shall be construed, performed and enforced in accordance with the laws of the Commonwealth of Virginia and shall not be amended or modified and no waiver of any provision hereof shall be effective unless set forth in a written instrument executed with the same formality as this Agreement.

C. Assignment. This Agreement shall not be assigned by one party without the written consent of the other party, except the assignment of this Agreement to an entity owned by Purchaser or the principals of Purchaser shall not require the consent of Seller, but Purchaser shall provide written notice to Seller of such assignment. This Agreement shall inure to the benefit of the parties hereto and their respective and permitted successors and assigns.

D. Counterparts. This Agreement may be signed in one or more counterparts, each of which is deemed to be an original and all of which shall together constitute the same instrument. The parties agree that a fax of any signed original document shall have the same effect as an original.



E. Tax-Deferred Exchange. Either party may elect to include the conveyance of the Property in an IRS Section 1031 Like Kind Exchange (a tax-deferred exchange). In the event that a party makes such an election, the non-exchanging party agrees to execute such documents necessary to effectuate such an exchange (at no cost to the exchanging party), but in no event shall such exchange affect the terms of the transaction or a party's responsibilities to the other party under this Agreement. The exchanging party shall bear the sole costs of its exchange.

F. **WIRE FRAUD ALERT**. Criminals are hacking email accounts of real estate agents, title companies, settlement attorneys, and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. Owner is advised to not wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number. Neither Purchaser or Seller should send personal information such as Social Security numbers, bank account numbers, and credit card numbers except through secured email or personal delivery to the intended recipient.

15. Additional Provisions: 1. A member of Buyer is a licensed real estate agent in Virginia however no commissions are paid as part of this transaction.

2. Buyer will work with Seller to subdivide tax id parcel 153-01-G- 9 into three parcels such that 563, 567 and this Property shall have it their own tax and map id. Buyer to be responsible for this subdivision process and Seller agrees to provide approvals to enact as such.

3. Closing to occur 30 days after final subdivision plat is approved by the City of Winchester.

4. Seller will have access to use and occupy Quonset Hut improvement for at least one (1) year.

16. Acceptance. To be effective this Agreement must be executed by Purchaser and Seller and an original copy of this Agreement returned to Purchaser no later than 5:00 p.m. on \_\_\_\_\_, or this Purchase Agreement shall be deemed withdrawn.

Each of the parties has executed this Agreement in its name pursuant to due authority as of the dates set forth below.

DocuSigned by:  
*John Willingham*  
Purchaser  
Printed Name: \_\_\_\_\_  
Title (if applicable): \_\_\_\_\_  
Date: 3/7/2022

DocuSigned by:  
*Maryam Jonar*  
Seller  
Printed Name: \_\_\_\_\_  
Title (if applicable): \_\_\_\_\_  
Date: 3/7/2022

Purchaser  
Printed Name: \_\_\_\_\_  
Title (if applicable): \_\_\_\_\_  
Date: \_\_\_\_\_

Seller  
Printed Name: \_\_\_\_\_  
Title (if applicable): \_\_\_\_\_  
Date: \_\_\_\_\_

Selling Company's Name and Address  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Listing Company's Name and Address  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Agent's Name \_\_\_\_\_  
Agent's tel. no. \_\_\_\_\_  
Fax no. \_\_\_\_\_  
Agent's email \_\_\_\_\_

Agent's Name \_\_\_\_\_  
Agent's tel. no. \_\_\_\_\_  
Fax no. \_\_\_\_\_  
Agent's email \_\_\_\_\_

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**SCHEDULE A**

**LEASES, AGREEMENTS AND CONTRACTS  
FOR TENANTS AND OTHER PARTIES  
IN POSSESSION OF THE PROPERTY**

**List below each such tenant or other party in possession of the Property, and provide Purchaser with a copy of each lease, license or other agreement. If verbal agreement, summarize terms below.**

**Also provide Purchaser with any contract affecting the Property that is not terminable at will.**

**SCHEDULE B**  
**CONTRACTS RELATING TO THE PROPERTY**  
**(Not terminable at will)**

VR Form 700 Revised 07/19  
Reviewed 07/19

Schedule B



VIRGINIA REALTORS®
AMENDMENT TO Commercial Purchase Agreement
AMENDMENT # 1



This AMENDMENT entered into on March 1, 2023, which is attached to and made a part of the Commercial Purchase Agreement (the "Agreement") dated March 8, 2022, between Cyrus Square, LLC ("Seller") and Zeropak Development, LLC

("Purchaser") for the Property, whose address is: Approximate 1.05 acre lot plus improvement as noted on Exhibit, Winchester, VA 22601-4846

This Amendment provides as follows:

Closing date for this Purchase shall be extended on or before August 31, 2023 to allow for subdivision of parcels as required by City of Winchester zoning ordinances.

Multiple horizontal lines for additional terms or conditions.

Except as hereby expressly amended, the Agreement shall remain in full force and effect as originally executed.

PURCHASER:

SELLER:

3/1/2023 DATE / JOHN A. WILLINGHAM SIGNATURE Zeropak Development, LLC

3/1/2023 DATE / [Signature] SIGNATURE Cyrus Square, LLC

DATE / SIGNATURE

DATE / SIGNATURE

DATE / SIGNATURE

DATE / SIGNATURE

DATE / SIGNATURE

DATE / SIGNATURE

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# 536 N CAMERON ST

**Location** 536 N CAMERON ST

**Tax Map** 154/ 01 B/ 1/ /

**Account #** 2340

**Owner** ZEROPACK DEVELOPMENT  
LLC

**Neighborhood** NORTH LOUDOUN

**Class** COMMERCIAL/INDUSTRIAL

**Assessment** \$296,326

**Vision PID** 2108

**Building Count** 1

## Current Value

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$92,226	\$204,100	\$296,326

## Owner of Record

**Owner** ZEROPACK DEVELOPMENT LLC  
**Co-Owner**  
**Address** 925 MEADOW CT  
WINCHESTER, VA 22601

**Sale Price** \$875,000  
**Book & Page** 2022/764  
**Sale Date** 03/25/2022

## Ownership History

Ownership History			
Owner	Sale Price	Book & Page	Sale Date
ZEROPACK DEVELOPMENT LLC	\$875,000	2022/764	03/25/2022
MARBLE SYSTEMS INC	\$585,000	2013/3437	12/19/2013
MADONIA BATISTA JR & EVELYN	\$1,500,000	293/257	12/14/1998
ZEROPACK COMPANY INC	\$1	250/1280	12/31/1991
ZEROPACK CO FRMLY S R B	\$0	144/334	01/01/1900

## Building Information

### Building 1 : Section 1

**Year Built:**  
**Living Area:** 0  
**Replacement Cost:** \$0  
**Building Percent Good:**

**Replacement Cost****Less Depreciation:** \$0

Building Attributes	
Field	Description
Bathrm Style	
Kitchen Style	
Model	
Style	Vacant Land
Grade	
Grade Adjust	
Stories	
Num Units	
Roof Type	
Roof Cover	
Exterior Wall 1	
Exterior Wall 2	
Heat System	
Heat Fuel	
AC Type	
Interior Wall 1	
Interior Wall 2	
Interior Wall 3	
Interior Floor 1	
Interior Floor 2	
Interior Floor 3	
Total Room(s)	
Bedroom(s)	
Full Bath(s)	
Half Bath(s)	
Extra Fixture(s)	
Extra Kitchen(s)	
Fireplace(s)	
Stacked Fireplace(s)	
Gas Fireplace(s)	
Flue(s)	
Metal Flue(s)	
Inop Flue/FPL	
Legacy Area	
Foundation	
Basement	
Fin Bsmt Area	

**Building Photo**

[https://images.vgsi.com/photos/winchestervaPhotos/AP002\0002372\\_01\\_1](https://images.vgsi.com/photos/winchestervaPhotos/AP002\0002372_01_1)

**Building Layout**

[\(ParcelSketch.ashx?pid=2108&bid=2108\)](#)

Building Sub-Areas (sq ft)	Legend
No Data for Building Sub-Areas	

FBM Quality	
Num Cars - Built In	
Garage Type	
Num Cars - Garage	
Carport Type	
Num Cars - Carport	
Garage Type 2	
Num Cars - Garage 2	
Split Foyer	
Split Level	

### Extra Features

Extra Features	<u>Legend</u>
No Data for Extra Features	

### Parcel Information

**Use Code** 400V  
**Description** Comm - Indl - Vac  
**Deeded Acres** 3.75

### Land

#### Land Use

**Use Code** 400V  
**Description** Comm - Indl - Vac  
**Land Use Approved** No  
**Category**

#### Land Line Valuation

**Size (Acres)** 3.75  
**Assessed Value** \$204,100  
 lblndfront

### Outbuildings

Outbuildings					<u>Legend</u>
Code	Description	Sub Code	Sub Description	Size	Assessed Value
MISCOB	Miscellaneous Outbuilding	TY	Typical	1462.00 UNITS	\$1,023
MISCOB	Miscellaneous Outbuilding	TY	Typical	17325.00 UNITS	\$5,197
MISCOB	Miscellaneous Outbuilding	TY	Typical	60000.00 UNITS	\$420
MISCOB	Miscellaneous Outbuilding	TY	Typical	51660.00 UNITS	\$15,498
MISCOB	Miscellaneous Outbuilding	TY	Typical	1.00 UNITS	\$0
MISCOB	Miscellaneous Outbuilding	TY	Typical	2765.00 UNITS	\$829
MISCOB	Miscellaneous Outbuilding	TY	Typical	103145.00 UNITS	\$30,943
MISCOB	Miscellaneous Outbuilding	TY	Typical	1.00 UNITS	\$0



MISCOB	Miscellaneous Outbuilding	TY	Typical	10277.00 UNITS	\$3,083
MISCOB	Miscellaneous Outbuilding	TY	Typical	947.00 UNITS	\$284
MISCOB	Miscellaneous Outbuilding	TY	Typical	56170.00 UNITS	\$16,851
MISCOB	Miscellaneous Outbuilding	TY	Typical	1.00 UNITS	\$0
MISCOB	Miscellaneous Outbuilding	TY	Typical	440.00 UNITS	\$105
MISCOB	Miscellaneous Outbuilding	TY	Typical	11406.00 UNITS	\$4,106
MISCOB	Miscellaneous Outbuilding	TY	Typical	1.00 UNITS	\$0
MISCOB	Miscellaneous Outbuilding	TY	Typical	1.00 UNITS	\$0
MISCOB	Miscellaneous Outbuilding	TY	Typical	2872.00 UNITS	\$1,033
MISCOB	Miscellaneous Outbuilding	TY	Typical	32136.00 UNITS	\$12,854

### Valuation History

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$92,200	\$204,100	\$296,300
2021	\$92,200	\$204,100	\$296,300
2019	\$92,200	\$204,100	\$296,300

# Click2Gov Tax Billing - Account Inquiry

Account ID : 2340  
Owner Name : ZEROPACK DEVELOPMENT LLC  
Location ID : 26520  
Address : 536 N CAMERON ST, WINCHESTER, VA 22601  
Parcel ID : 154-01-B-1-><01

## General Account Information

Second Owner Name :  
Acreage : 3.7490  
Property Use : COMMERCIAL/INDUSTRIAL  
Subdivision :  
Assessed Value : \$296,326.00  
Roll Code : REAL ESTATE TAX

## Tax Information for 2023

Billed taxes : \$2,459.51  
Current Taxes Due : \$0.00  
Interest, Penalties, and Collections : \$0.00  
Total Due : \$0.00

\* Pay Amount :

\$  ✕

Must be greater than or equal to '0.01'.

Pay Bill

# 563 N CAMERON ST

**Location** 563 N CAMERON ST

**Tax Map** 153/ 01 G/ 9/ 1

**Account #** 5540

**Owner** CYRUS SQUARE LLC

**Neighborhood** NORTH LOUDOUN

**Class** COMMERCIAL/INDUSTRIAL

**Assessment** \$422,450

**Vision PID** 4976

**Building Count** 1

## Current Value

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$193,250	\$229,200	\$422,450

## Owner of Record

**Owner** CYRUS SQUARE LLC

**Sale Price** \$585,000

**Co-Owner**

**Book & Page** 2014/323

**Address** 6604 RIVERCREST CT  
BETHESDA, MD 20816

**Sale Date** 02/12/2014

## Ownership History

Ownership History			
Owner	Sale Price	Book & Page	Sale Date
CYRUS SQUARE LLC	\$585,000	2014/323	02/12/2014
MARBLE SYSTEMS INC	\$585,000	2013/3437	12/19/2013
MADONIA BATISTA JR & EVELYN	\$1,500,000	293/257	12/14/1998
ZEROPACK COMPANY INC	\$1	250/1280	12/31/1991
ZEROPACK CO FRMLY S R B	\$0	144/334	01/01/1900

## Building Information

### Building 1 : Section 1

**Year Built:** 0  
**Living Area:** 0  
**Replacement Cost:** \$256,256  
**Building Percent Good:** 70

**Replacement Cost**

**Less Depreciation:** \$179,400

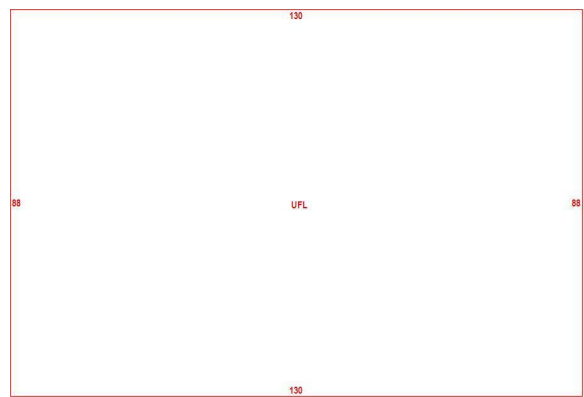
Building Attributes	
Field	Description
Flr1 Occ	
Num Units	0.00
Num Units	0
Wood Joist %	
Model	Commercial
Section Style	Warehouse
Grade	GRADE E
Stories	1.00
Roof Type	FLAT
Roof Cover	COMP SHINGLE
Frame Type	Conc Block
Exterior Wall 1	CONCRETE BLOCK
Exterior Wall 2	
Heat System	FORCED AIR
Heat Fuel	ELECTRIC
AC Type	
Interior Wall 1	DRYWALL
Interior Wall 2	
Interior Wall 3	
Interior Floor 1	CONCRETE
Interior Floor 2	
Interior Floor 3	
Total Room(s)	0
Bedroom(s)	0
Full Bath(s)	0
Half Bath(s)	0
Extra Fixture(s)	0
Extra Kitchen(s)	0
Fireplace(s)	0
Stacked Fireplace(s)	0
Gas Fireplace(s)	0
Flue(s)	0
Metal Flue(s)	0
Inop Flue/FPL	0
Legacy Area	11440
Foundation	CONCRETE
Basement	NONE

**Building Photo**



[https://images.vgsi.com/photos/winchestervaPhotos/AP005\0005700\\_01\\_1](https://images.vgsi.com/photos/winchestervaPhotos/AP005\0005700_01_1)

**Building Layout**



[\(ParcelSketch.aspx?pid=4976&bid=4976\)](#)

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
UFL	UNFINISHED FIRST FLOOR	11,440	0
		11,440	0

Fin Bsmt Area	0
FBM Quality	
Num Cars - Built In	0
Garage Type	NONE
Num Cars - Garage	0
Carport Type	NONE
Num Cars - Carport	0
Garage Type 2	NONE
Num Cars - Garage 2	0
Split Foyer	No
Split Level	No

### Extra Features

Extra Features	<u>Legend</u>
No Data for Extra Features	

### Parcel Information

**Use Code** 400C  
**Description** Comm - Indl  
**Deeded Acres** 2.10

### Land

#### Land Use

**Use Code** 400C  
**Description** Comm - Indl  
**Land Use Approved** No  
**Category**

#### Land Line Valuation

**Size (Acres)** 2.10  
**Assessed Value** \$229,200  
 lbllndfront

### Outbuildings

Outbuildings					<u>Legend</u>
Code	Description	Sub Code	Sub Description	Size	Assessed Value
STRGE	Storage	TY	Typical	7059.00 UNITS	\$8,470
PAVMT	Pavement			16930.00 UNITS	\$500
MISCOB	Miscellaneous Outbuilding	TY	Typical	6100.00 UNITS	\$4,880

### Valuation History

Assessment			
Valuation Year	Improvements	Land	Total

2022		\$42,800	\$229,200	\$272,100
2021		\$42,800	\$229,200	\$272,000
2019		\$42,800	\$229,200	\$272,000

---

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# Click2Gov Tax Billing - Account Inquiry

Account ID : 5540  
Owner Name : CYRUS SQUARE LLC  
Location ID : 23668  
Address : 563 N CAMERON ST, WINCHESTER, VA 22601  
Parcel ID : 153-01-G-9-><01

## General Account Information

Second Owner Name :  
Acreage : 2.1050  
Property Use : COMMERCIAL/INDUSTRIAL  
Subdivision :  
Assessed Value : \$422,450.00  
Roll Code : REAL ESTATE TAX

## Tax Information for 2023

Billed taxes : \$3,506.34  
Current Taxes Due : \$0.00  
Interest, Penalties, and Collections : \$0.00  
Total Due : \$0.00

\* Pay Amount :

\$  ✕

Must be greater than or equal to '0.01'.

Pay Bill

# **Tab F:**

RESNET Rater Certification (MANDATORY)



**RESNET Rater Certification of Development Plans**

Deal Name The ZeroPak - Phase 1  
Deal Address 536-580 North Cameron Street, Winchester, VA

I certify that the development’s plans and specifications incorporate all items for the required baseline energy performance as indicated in Virginia’s Qualified Allocation Plan (QAP). In the event the plans and specifications do not include requirements to meet the QAP baseline energy performance, then those requirements still must be met, even though the application is accepted for credits.

**\*\*\* Please note that this may cause the Application to be ineligible for credits. The Requirements apply to any new, adaptive reuse or rehabilitated development (including those serving elderly and/or physically disabled households).**

**In addition provide HERS rating documentation as specified in the manual**

- New Construction** – EnergyStar Certification  
The development’s design meets the criteria for the EnergyStar certification. Rater understands that before issuance of IRS Form 8609, applicant will obtain and provide EnergyStar Certification to Virginia Housing.
- Rehabilitation** – 30% performance increase over existing, based on HERS Index;  
**Or Must evidence a HERS Index of 80 or better**  
Rater understands that before issuance of IRS Form 8609, rater must provide Certification to Virginia Housing of energy performance.
- Adaptive Reuse** – Must evidence a HERS Index of 95 or better.  
Rater understands that before issuance of IRS Form 8609, rater must provide Certification to Virginia Housing of energy performance.

**Additional Optional Certifications**

I certify that the development’s plans and specifications incorporate all items for the certification as indicated below, and I am a certified verifier of said certification. In the event the plans and specifications do not include requirements to obtain the certification, then those requirements still must be met, even though the application is accepted for credits. Rater understands that before issuance of IRS Form 8609, applicant will obtain and provide Certification to Virginia Housing.

- Earthcraft Certification** – The development’s design meets the criteria to obtain Viridian’s EarthCraft Multifamily program Gold certification or higher.
- LEED Certification** – The development’s design meets the criteria for the U.S. Green Building Council LEED green building certification.

# Appendices continued

## Additional Optional Certifications continued

\_\_\_\_\_ **National Green Building Standard (NGBS)** – The development’s design meets the criteria for meeting the NGBS Silver or higher standards to obtain certification.

X \_\_\_\_\_ **Enterprise Green Communities** – The development's design meets the criteria for meeting the requirements as stated in the Enterprise Green Communities Criteria for this developments construction type to obtain certification.

**\*\*\* Please note Raters must have completed 500+ ratings in order to certify this form.**

Printed Name William Chambers 7/17/2023  
RESNET Rater Date

Signature 

Resnet Provider Agency MaGrann Associates

Signature Brian Stanfill

Provider Contact & Phone/Email Brian Stanfill, 856-813-8794, brianstanfill@magrann.com

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date:  
Registry ID:  
Ekotrope ID: Lz15JZo2



## HERS® Index Score:

# 69

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$604

\*Relative to an average U.S. home

## Home:

536-580 North Cameron Street\_B102  
Winchester, VA 22601

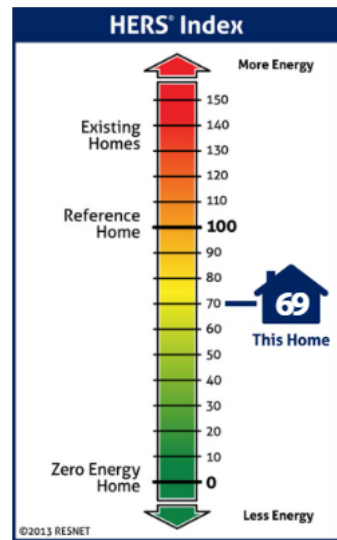
## Builder:

Zeropak Development, LLC

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	8.0	\$149
Cooling	2.2	\$41
Hot Water	6.6	\$123
Lights/Appliances	13.3	\$248
Service Charges		\$360
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>30.1</b>	<b>\$922</b>

This home meets or exceeds the criteria of the following:



## Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	B102
Community:	536-580 North Cameron Street
Conditioned Floor Area:	1,255 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.91 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.20 ACH50)
Ventilation:	50 CFM • 17.5 Watts (Default) • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-3
Ceiling:	Vaulted Roof, R-31
Window Type:	U-Value: 0.37, SHGC: 0.3
Foundation Walls:	N/A
Framed Floor:	R-20

## Rating Completed by:

**Energy Rater:** Brian Stanfill  
RESNET ID: 0420854

**Rating Company:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054

**Rating Provider:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054



Brian Stanfill, Certified Energy Rater  
Date: 7/18/23 at 10:28 AM



Ekotrope RATER - Version:4.0.2.3201

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.  
This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date:  
Registry ID:  
Ekotrope ID: dWPeNB0v



## HERS® Index Score:

# 93

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$560

\*Relative to an average U.S. home

## Home:

536-580 North Cameron Street\_B103  
Winchester, VA 22601

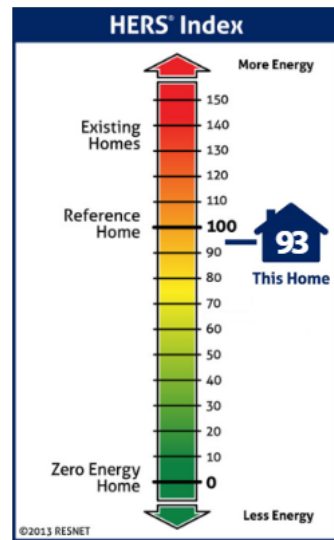
## Builder:

Zeropak Development, LLC

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	17.5	\$327
Cooling	3.0	\$56
Hot Water	6.6	\$124
Lights/Appliances	15.8	\$295
Service Charges		\$360
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>42.9</b>	<b>\$1,162</b>

This home meets or exceeds the criteria of the following:



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	B103
Community:	536-580 North Cameron Street
Conditioned Floor Area:	1,274 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 10 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 17 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.4 CFM50 / s.f. Shell Area (Adjusted Infiltration: 7.89 ACH50)
Ventilation:	60 CFM • 62 Watts • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-3
Ceiling:	Vaulted Roof, R-31
Window Type:	U-Value: 0.3, SHGC: 0.3
Foundation Walls:	N/A
Framed Floor:	R-20

## Rating Completed by:

**Energy Rater:** Brian Stanfill  
RESNET ID: 0420854

**Rating Company:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054

**Rating Provider:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054



Brian Stanfill, Certified Energy Rater  
Date: 7/18/23 at 10:28 AM



Ekotrope RATER - Version:4.0.2.3201

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.  
This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date:  
Registry ID:  
Ekotrope ID: vyJbj8g2



## HERS® Index Score:

# 95

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$437

\*Relative to an average U.S. home

## Home:

536-580 North Cameron Street\_B104  
Winchester, VA 22601

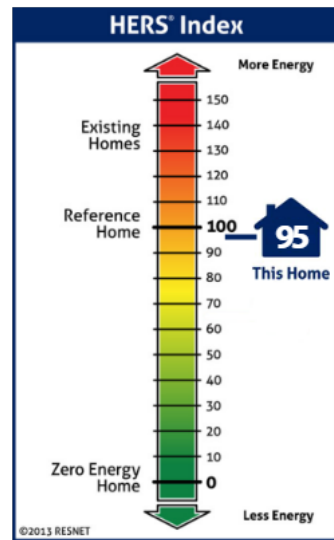
## Builder:

Zeropak Development, LLC

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	14.1	\$264
Cooling	2.2	\$41
Hot Water	4.2	\$79
Lights/Appliances	13.3	\$248
Service Charges		\$360
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>33.8</b>	<b>\$993</b>

This home meets or exceeds the criteria of the following:



## Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	B104
Community:	536-580 North Cameron Street
Conditioned Floor Area:	1,181 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 10 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 17 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.4 CFM50 / s.f. Shell Area (Adjusted Infiltration: 6.96 ACH50)
Ventilation:	45 CFM • 46 Watts • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-0
Ceiling:	Vaulted Roof, R-31
Window Type:	U-Value: 0.3, SHGC: 0.3
Foundation Walls:	N/A
Framed Floor:	R-20

## Rating Completed by:

**Energy Rater:** Brian Stanfill  
RESNET ID: 0420854

**Rating Company:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054

**Rating Provider:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054



Brian Stanfill, Certified Energy Rater  
Date: 7/18/23 at 10:28 AM



Ekotrope RATER - Version:4.0.2.3201

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.  
This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date:  
Registry ID:  
Ekotrope ID: vwY8jz0L



## HERS® Index Score:

# 95

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$460

\*Relative to an average U.S. home

## Home:

536-580 North Cameron Street\_B105  
Winchester, VA 22601

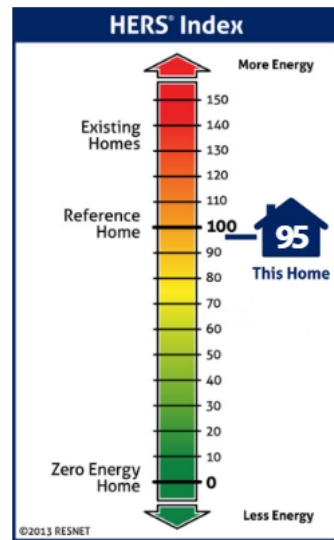
## Builder:

Zeropak Development, LLC

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	16.4	\$307
Cooling	2.6	\$49
Hot Water	4.2	\$79
Lights/Appliances	13.9	\$260
Service Charges		\$360
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>37.2</b>	<b>\$1,056</b>

This home meets or exceeds the criteria of the following:



## Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	B105
Community:	536-580 North Cameron Street
Conditioned Floor Area:	1,294 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 10 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 17 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.03 ACH50)
Ventilation:	45 CFM • 46 Watts • Supply Only
Duct Leakage to Outside:	3 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-0
Ceiling:	Vaulted Roof, R-35
Window Type:	U-Value: 0.3, SHGC: 0.3
Foundation Walls:	N/A
Framed Floor:	R-20

## Rating Completed by:

**Energy Rater:** Brian Stanfill  
RESNET ID: 0420854

**Rating Company:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054

**Rating Provider:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054



Brian Stanfill, Certified Energy Rater  
Date: 7/18/23 at 10:28 AM



Ekotrope RATER - Version:4.0.2.3201

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.  
This report does not constitute any warranty or guarantee.



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date:  
Registry ID:  
Ekotrope ID: 2RM7WyGv



## HERS® Index Score:

# 80

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$519

\*Relative to an average U.S. home

## Home:

536-580 North Cameron Street\_C005  
Winchester, VA 22601

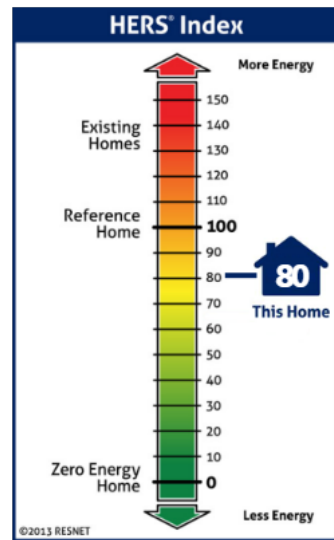
## Builder:

Zeropak Development, LLC

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.1	\$95
Cooling	1.5	\$28
Hot Water	5.8	\$109
Lights/Appliances	14.2	\$266
Service Charges		\$360
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>26.6</b>	<b>\$857</b>

This home meets or exceeds the criteria of the following:



## Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	C005
Community:	536-580 North Cameron Street
Conditioned Floor Area:	1,125 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 10 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 17 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.10 ACH50)
Ventilation:	45 CFM • 46 Watts • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-0
Ceiling:	Adiabatic, R-0
Window Type:	U-Value: 0.3, SHGC: 0.3
Foundation Walls:	N/A
Framed Floor:	N/A

## Rating Completed by:

**Energy Rater:** Brian Stanfill  
RESNET ID: 0420854

**Rating Company:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054

**Rating Provider:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054



Brian Stanfill, Certified Energy Rater  
Date: 7/18/23 at 10:28 AM



Ekotrope RATER - Version:4.0.2.3201

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.  
This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date:  
Registry ID:  
Ekotrope ID: da8gZERL



## HERS® Index Score:

# 91

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$481

\*Relative to an average U.S. home

## Home:

536-580 North Cameron Street\_C006  
Winchester, VA 22601

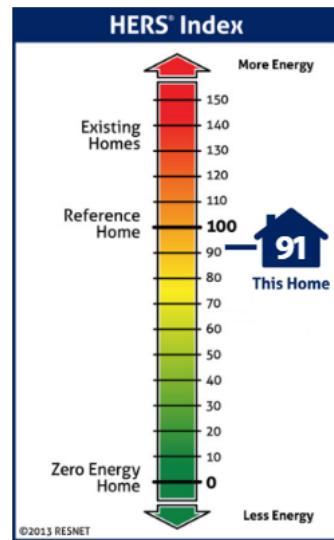
## Builder:

Zeropak Development, LLC

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	9.3	\$174
Cooling	1.6	\$30
Hot Water	5.8	\$109
Lights/Appliances	13.8	\$258
Service Charges		\$360
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>30.6</b>	<b>\$931</b>

This home meets or exceeds the criteria of the following:



## Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	C007
Community:	536-580 North Cameron Street
Conditioned Floor Area:	1,095 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 10 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 17 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.36 ACH50)
Ventilation:	45 CFM • 39 Watts • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-0
Ceiling:	Adiabatic, R-0
Window Type:	U-Value: 0.3, SHGC: 0.3
Foundation Walls:	N/A
Framed Floor:	N/A

## Rating Completed by:

**Energy Rater:** Brian Stanfill  
RESNET ID: 0420854

**Rating Company:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054

**Rating Provider:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054



Brian Stanfill, Certified Energy Rater  
Date: 7/18/23 at 10:28 AM



Ekotrope RATER - Version:4.0.2.3201

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.  
This report does not constitute any warranty or guarantee.



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date:  
Registry ID:  
Ekotrope ID: vPa6mZ82



## HERS® Index Score:

# 82

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$434

\*Relative to an average U.S. home

## Home:

536-580 North Cameron Street\_C007\_C008  
Winchester, VA 22601

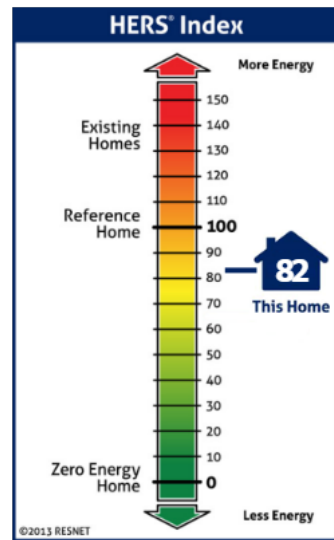
## Builder:

Zeropak Development, LLC

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.5	\$85
Cooling	1.2	\$23
Hot Water	4.3	\$81
Lights/Appliances	10.9	\$204
Service Charges		\$360
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>21.0</b>	<b>\$753</b>

This home meets or exceeds the criteria of the following:



## Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	C007_C008
Community:	536-580 North Cameron Street
Conditioned Floor Area:	820 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 10 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 17 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.19 ACH50)
Ventilation:	30 CFM • 10.5 Watts (Default) • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-0
Ceiling:	Adiabatic, R-0
Window Type:	U-Value: 0.3, SHGC: 0.3
Foundation Walls:	N/A
Framed Floor:	N/A

## Rating Completed by:

**Energy Rater:** Brian Stanfill  
RESNET ID: 0420854

**Rating Company:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054

**Rating Provider:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054



Brian Stanfill, Certified Energy Rater  
Date: 7/18/23 at 10:28 AM



Ekotrope RATER - Version:4.0.2.3201

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.  
This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date:  
Registry ID:  
Ekotrope ID: vobe6o6d



## HERS® Index Score:

# 82

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$433

\*Relative to an average U.S. home

## Home:

536-580 North Cameron Street\_C105\_106\_107\_108  
Winchester, VA 22601

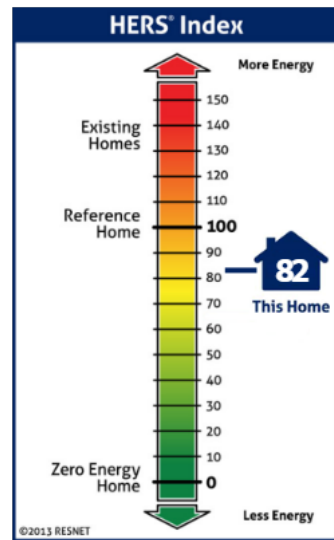
## Builder:

Zeropak Development, LLC

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.9	\$72
Cooling	1.1	\$21
Hot Water	4.4	\$81
Lights/Appliances	12.1	\$225
Service Charges		\$360
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>21.4</b>	<b>\$760</b>

This home meets or exceeds the criteria of the following:



## Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	C105_106_107_108
Community:	536-580 North Cameron Street
Conditioned Floor Area:	819 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 10 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 17 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 0.39 ACH50)
Ventilation:	30 CFM • 39 Watts • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-0
Ceiling:	Adiabatic, R-31
Window Type:	U-Value: 0.3, SHGC: 0.3
Foundation Walls:	N/A
Framed Floor:	R-0

## Rating Completed by:

**Energy Rater:** Brian Stanfill  
RESNET ID: 0420854

**Rating Company:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054

**Rating Provider:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054



Brian Stanfill, Certified Energy Rater  
Date: 7/18/23 at 10:28 AM



Ekotrope RATER - Version:4.0.2.3201

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.  
This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date:  
Registry ID:  
Ekotrope ID: dG5Vpj12



## HERS® Index Score:

# 83

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$526

\*Relative to an average U.S. home

## Home:

536-580 North Cameron Street\_C109  
Winchester, VA 22601

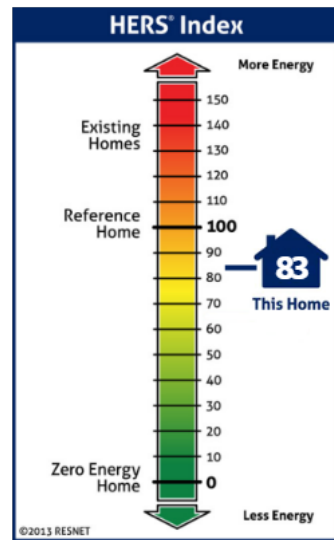
## Builder:

Zeropak Development, LLC

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	7.0	\$130
Cooling	1.4	\$27
Hot Water	5.5	\$104
Lights/Appliances	14.3	\$267
Service Charges		\$360
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>28.2</b>	<b>\$887</b>

This home meets or exceeds the criteria of the following:



## Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	C109
Community:	536-580 North Cameron Street
Conditioned Floor Area:	1,121 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 10 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 17 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 0.44 ACH50)
Ventilation:	45 CFM • 47 Watts • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-0
Ceiling:	Adiabatic, R-31
Window Type:	U-Value: 0.3, SHGC: 0.3
Foundation Walls:	N/A
Framed Floor:	R-0

## Rating Completed by:

**Energy Rater:** Brian Stanfill  
RESNET ID: 0420854

**Rating Company:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054

**Rating Provider:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054



Brian Stanfill, Certified Energy Rater  
Date: 7/18/23 at 10:28 AM



Ekotrope RATER - Version:4.0.2.3201

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.  
This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date:  
Registry ID:  
Ekotrope ID: 26rGMPE2



## HERS® Index Score:

# 78

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$530

\*Relative to an average U.S. home

## Home:

536-580 North Cameron Street\_C209  
Winchester, VA 22601

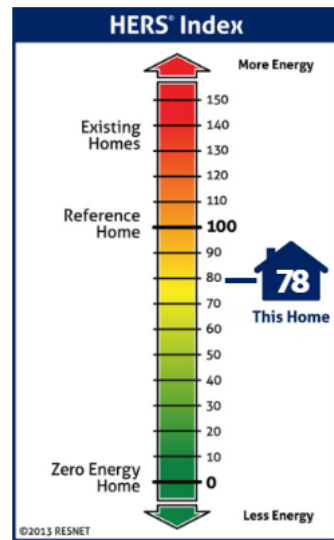
## Builder:

Zeropak Development, LLC

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	8.3	\$156
Cooling	1.8	\$33
Hot Water	4.2	\$78
Lights/Appliances	13.5	\$252
Service Charges		\$360
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>27.8</b>	<b>\$880</b>

This home meets or exceeds the criteria of the following:



## Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	C209
Community:	536-580 North Cameron Street
Conditioned Floor Area:	1,197 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 10 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 17 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.21 ACH50)
Ventilation:	45 CFM • 46 Watts • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-0
Ceiling:	Vaulted Roof, R-31
Window Type:	U-Value: 0.3, SHGC: 0.3
Foundation Walls:	N/A
Framed Floor:	R-0

## Rating Completed by:

**Energy Rater:** Brian Stanfill  
RESNET ID: 0420854

**Rating Company:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054

**Rating Provider:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054



Brian Stanfill, Certified Energy Rater  
Date: 7/18/23 at 10:28 AM



Ekotrope RATER - Version:4.0.2.3201

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.  
This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date:  
Registry ID:  
Ekotrope ID: L0VQXGBv



## HERS® Index Score:

# 82

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$452

\*Relative to an average U.S. home

## Home:

536-580 North Cameron Street\_C210\_205\_206\_207\_208  
Winchester, VA 22601

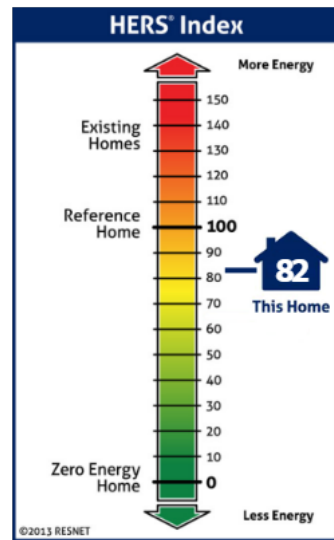
## Builder:

Zeropak Development, LLC

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.1	\$96
Cooling	1.4	\$26
Hot Water	4.4	\$81
Lights/Appliances	11.7	\$219
Service Charges		\$360
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>22.6</b>	<b>\$782</b>

This home meets or exceeds the criteria of the following:



## Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	C210_205_206_207_208
Community:	536-580 North Cameron Street
Conditioned Floor Area:	819 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 10 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 17 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.19 ACH50)
Ventilation:	30 CFM • 31 Watts • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-0
Ceiling:	Vaulted Roof, R-31
Window Type:	U-Value: 0.3, SHGC: 0.3
Foundation Walls:	N/A
Framed Floor:	R-0

## Rating Completed by:

**Energy Rater:** Brian Stanfill  
RESNET ID: 0420854

**Rating Company:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054

**Rating Provider:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054



Brian Stanfill, Certified Energy Rater  
Date: 7/18/23 at 10:28 AM



Ekotrope RATER - Version:4.0.2.3201

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.  
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# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date:  
Registry ID:  
Ekotrope ID: vngekW52



## HERS® Index Score:

# 95

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$426

\*Relative to an average U.S. home

## Home:

536-580 North Cameron Street\_C211  
Winchester, VA 22601

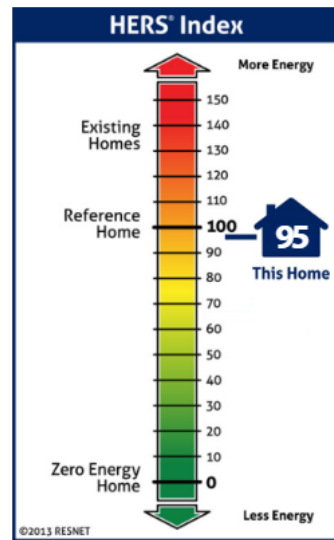
## Builder:

Zeropak Development, LLC

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	11.8	\$221
Cooling	2.0	\$38
Hot Water	4.3	\$80
Lights/Appliances	12.6	\$236
Service Charges		\$360
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>30.7</b>	<b>\$934</b>

This home meets or exceeds the criteria of the following:



## Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	C211
Community:	536-580 North Cameron Street
Conditioned Floor Area:	1,010 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 10 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 17 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.56 ACH50)
Ventilation:	30 CFM • 31 Watts • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-0
Ceiling:	Vaulted Roof, R-35
Window Type:	U-Value: 0.3, SHGC: 0.3
Foundation Walls:	N/A
Framed Floor:	R-0

## Rating Completed by:

**Energy Rater:** Brian Stanfill  
RESNET ID: 0420854

**Rating Company:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054

**Rating Provider:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054



Brian Stanfill, Certified Energy Rater  
Date: 7/18/23 at 10:28 AM



Ekotrope RATER - Version:4.0.2.3201

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.  
This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date:  
Registry ID:  
Ekotrope ID: dkgMjNyd



## HERS® Index Score:

# 65

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$824

\*Relative to an average U.S. home

## Home:

536-580 North Cameron Street\_D104  
Winchester, VA 22601

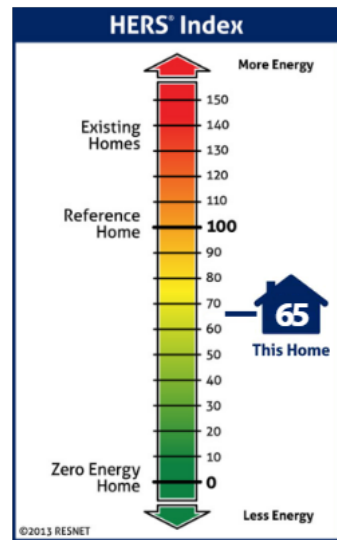
## Builder:

Zeropak Development, LLC

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	10.9	\$205
Cooling	2.6	\$48
Hot Water	7.7	\$144
Lights/Appliances	17.1	\$320
Service Charges		\$360
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>38.3</b>	<b>\$1,077</b>

**This home meets or exceeds the criteria of the following:**



## Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	D104
Community:	536-580 North Cameron Street
Conditioned Floor Area:	1,964 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.91 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 0.58 ACH50)
Ventilation:	50 CFM • 17.5 Watts (Default) • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-3
Ceiling:	Adiabatic, R-31
Window Type:	U-Value: 0.37, SHGC: 0.3
Foundation Walls:	N/A
Framed Floor:	R-0

## Rating Completed by:

**Energy Rater:** Brian Stanfill  
RESNET ID: 0420854

**Rating Company:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054

**Rating Provider:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054



Brian Stanfill, Certified Energy Rater  
Date: 7/18/23 at 10:28 AM



Ekotrope RATER - Version:4.0.2.3201

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.  
This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date:  
Registry ID:  
Ekotrope ID: dY7BJ9n2



## HERS® Index Score:

# 93

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$390

\*Relative to an average U.S. home

## Home:

536-580 North Cameron Street\_D107  
Winchester, VA 22601

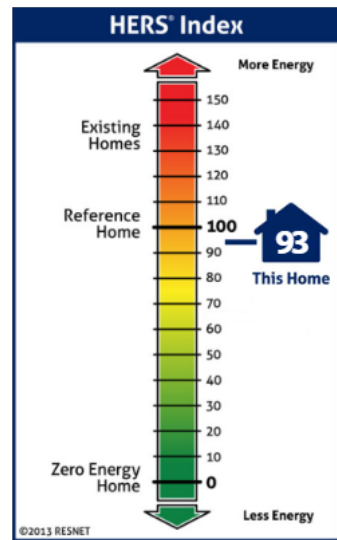
## Builder:

Zeropak Development, LLC

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	6.2	\$115
Cooling	1.2	\$22
Hot Water	4.4	\$83
Lights/Appliances	11.6	\$217
Service Charges		\$360
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>23.4</b>	<b>\$797</b>

This home meets or exceeds the criteria of the following:



## Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	D107
Community:	536-580 North Cameron Street
Conditioned Floor Area:	795 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 10 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 17 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.4 CFM50 / s.f. Shell Area (Adjusted Infiltration: 8.41 ACH50)
Ventilation:	30 CFM • 31 Watts • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-0
Ceiling:	Adiabatic, R-31
Window Type:	U-Value: 0.3, SHGC: 0.3
Foundation Walls:	N/A
Framed Floor:	R-0

## Rating Completed by:

**Energy Rater:** Brian Stanfill  
RESNET ID: 0420854

**Rating Company:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054

**Rating Provider:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054



Brian Stanfill, Certified Energy Rater  
Date: 7/18/23 at 10:28 AM



Ekotrope RATER - Version:4.0.2.3201

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.  
This report does not constitute any warranty or guarantee.



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date:  
Registry ID:  
Ekotrope ID: 2JoKVjpl



## HERS® Index Score:

# 77

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$496

\*Relative to an average U.S. home

## Home:

536-580 North Cameron Street\_D108  
Winchester, VA 22601

## Builder:

Zeropak Development, LLC

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	6.2	\$116
Cooling	1.3	\$25
Hot Water	4.3	\$80
Lights/Appliances	13.3	\$249
Service Charges		\$360
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>25.2</b>	<b>\$831</b>

This home meets or exceeds the criteria of the following:

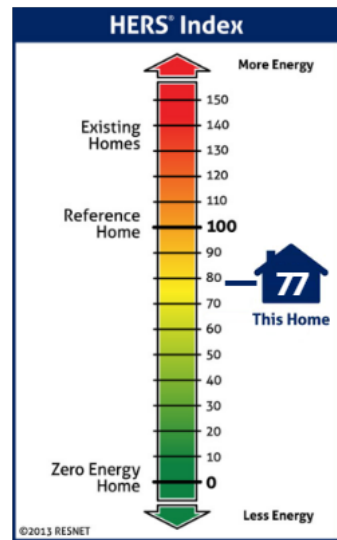
## Rating Completed by:

**Energy Rater:** Brian Stanfill  
RESNET ID: 0420854

**Rating Company:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054

**Rating Provider:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054

Brian Stanfill, Certified Energy Rater  
Date: 7/18/23 at 10:28 AM



## Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	D108
Community:	536-580 North Cameron Street
Conditioned Floor Area:	1,154 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 10 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 17 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 0.40 ACH50)
Ventilation:	45 CFM • 46 Watts • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-0
Ceiling:	Adiabatic, R-31
Window Type:	U-Value: 0.3, SHGC: 0.3
Foundation Walls:	N/A
Framed Floor:	R-0



Ekotrope RATER - Version:4.0.2.3201

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.  
This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date:  
Registry ID:  
Ekotrope ID: LMkj7PKv



## HERS® Index Score:

# 74

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$786

\*Relative to an average U.S. home

## Home:

536-580 North Cameron Street\_D304  
Winchester, VA 22601

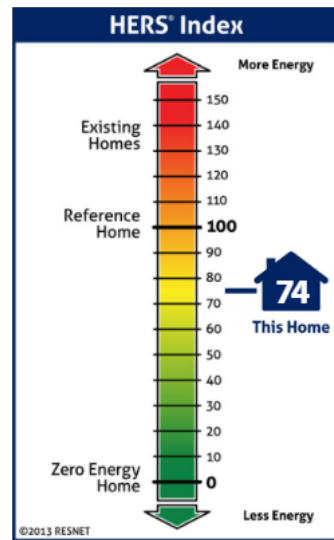
## Builder:

Zeropak Development, LLC

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	17.8	\$332
Cooling	3.1	\$59
Hot Water	7.7	\$145
Lights/Appliances	17.1	\$321
Service Charges		\$360
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>45.6</b>	<b>\$1,217</b>

This home meets or exceeds the criteria of the following:



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	D304
Community:	536-580 North Cameron Street
Conditioned Floor Area:	1,964 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.91 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 1.02 ACH50)
Ventilation:	50 CFM • 17.5 Watts (Default) • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-3
Ceiling:	Adiabatic, R-31
Window Type:	U-Value: 0.37, SHGC: 0.3
Foundation Walls:	N/A
Framed Floor:	R-0

## Rating Completed by:

**Energy Rater:** Brian Stanfill  
RESNET ID: 0420854

**Rating Company:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054

**Rating Provider:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054



Brian Stanfill, Certified Energy Rater  
Date: 7/18/23 at 10:28 AM



Ekotrope RATER - Version:4.0.2.3201

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.  
This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date:  
Registry ID:  
Ekotrope ID: 2Jo7D4WL



## HERS® Index Score:

# 77

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$580

\*Relative to an average U.S. home

## Home:

536-580 North Cameron Street\_D601  
Winchester, VA 22601

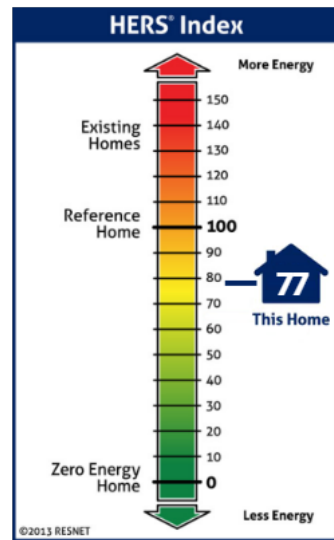
## Builder:

Zeropak Development, LLC

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	12.8	\$240
Cooling	2.7	\$51
Hot Water	6.5	\$121
Lights/Appliances	13.1	\$245
Service Charges		\$360
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>35.1</b>	<b>\$1,017</b>

This home meets or exceeds the criteria of the following:



## Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	D601
Community:	536-580 North Cameron Street
Conditioned Floor Area:	1,213 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.91 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.85 ACH50)
Ventilation:	50 CFM • 17.5 Watts (Default) • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-3
Ceiling:	Vaulted Roof, R-31
Window Type:	U-Value: 0.37, SHGC: 0.3
Foundation Walls:	N/A
Framed Floor:	R-20

## Rating Completed by:

**Energy Rater:** Brian Stanfill  
RESNET ID: 0420854

**Rating Company:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054

**Rating Provider:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054



Brian Stanfill, Certified Energy Rater  
Date: 7/18/23 at 10:28 AM



Ekotrope RATER - Version:4.0.2.3201

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.  
This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date:  
Registry ID:  
Ekotrope ID: L7aYEqKv



## HERS® Index Score:

# 83

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$454

\*Relative to an average U.S. home

## Home:

536-580 North Cameron Street\_D603  
Winchester, VA 22601

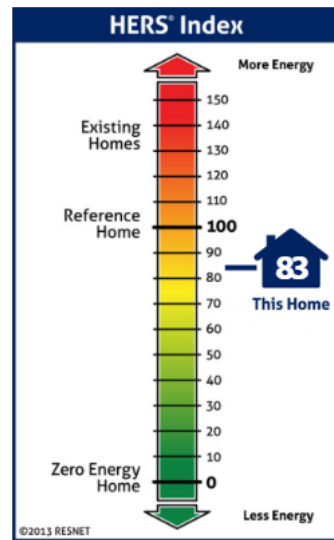
## Builder:

Zeropak Development, LLC

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	12.5	\$235
Cooling	2.3	\$42
Hot Water	5.1	\$95
Lights/Appliances	11.3	\$212
Service Charges		\$360
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>31.2</b>	<b>\$943</b>

This home meets or exceeds the criteria of the following:



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	D603
Community:	536-580 North Cameron Street
Conditioned Floor Area:	988 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.91 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.99 ACH50)
Ventilation:	30 CFM • 10.5 Watts (Default) • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-3
Ceiling:	Vaulted Roof, R-31
Window Type:	U-Value: 0.37, SHGC: 0.3
Foundation Walls:	N/A
Framed Floor:	R-20

## Rating Completed by:

**Energy Rater:** Brian Stanfill  
RESNET ID: 0420854

**Rating Company:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054

**Rating Provider:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054



Brian Stanfill, Certified Energy Rater  
Date: 7/18/23 at 10:28 AM



Ekotrope RATER - Version:4.0.2.3201

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.  
This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date:  
Registry ID:  
Ekotrope ID: Lz19yW92



## HERS® Index Score:

# 94

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$456

\*Relative to an average U.S. home

## Home:

536-580 North Cameron Street\_E107  
Winchester, VA 22601

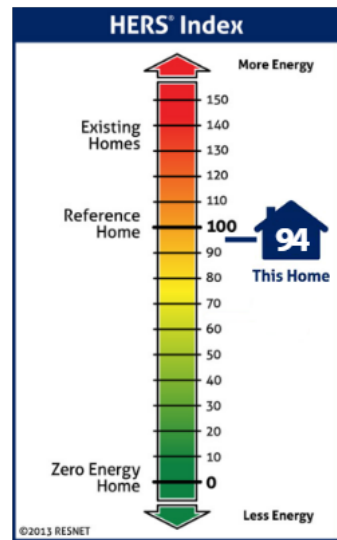
## Builder:

Zeropak Development, LLC

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	16.9	\$315
Cooling	2.6	\$49
Hot Water	4.1	\$77
Lights/Appliances	14.4	\$270
Service Charges		\$360
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>38.0</b>	<b>\$1,071</b>

**This home meets or exceeds the criteria of the following:**



## Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	E107
Community:	536-580 North Cameron Street
Conditioned Floor Area:	1,386 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 10 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 17 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 1.06 ACH50)
Ventilation:	45 CFM • 46 Watts • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-0
Ceiling:	Adiabatic, R-31
Window Type:	U-Value: 0.37, SHGC: 0.3
Foundation Walls:	N/A
Framed Floor:	R-0

## Rating Completed by:

**Energy Rater:** Brian Stanfill  
RESNET ID: 0420854

**Rating Company:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054

**Rating Provider:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054



Brian Stanfill, Certified Energy Rater  
Date: 7/18/23 at 10:28 AM



Ekotrope RATER - Version:4.0.2.3201

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.  
This report does not constitute any warranty or guarantee.



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date:  
Registry ID:  
Ekotrope ID: Le6QWAOd



## HERS® Index Score:

# 79

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$533

\*Relative to an average U.S. home

## Home:

536-580 North Cameron Street\_E207  
Winchester, VA 22601

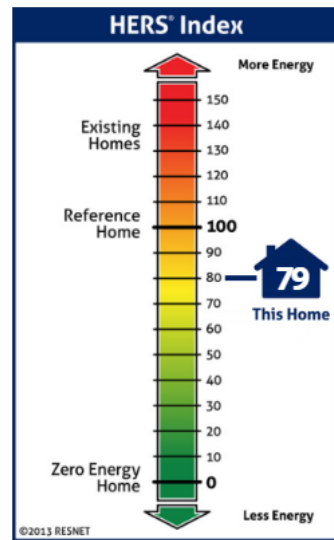
## Builder:

Zeropak Development, LLC

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	11.4	\$214
Cooling	2.3	\$42
Hot Water	4.8	\$90
Lights/Appliances	14.7	\$274
Service Charges		\$360
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>33.2</b>	<b>\$980</b>

This home meets or exceeds the criteria of the following:



## Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	E207
Community:	536-580 North Cameron Street
Conditioned Floor Area:	1,433 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.91 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 0.83 ACH50)
Ventilation:	45 CFM • 46 Watts • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-3
Ceiling:	Adiabatic, R-31
Window Type:	U-Value: 0.37, SHGC: 0.3
Foundation Walls:	N/A
Framed Floor:	R-0

## Rating Completed by:

**Energy Rater:** Brian Stanfill  
RESNET ID: 0420854

**Rating Company:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054

**Rating Provider:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054



Brian Stanfill, Certified Energy Rater  
Date: 7/18/23 at 10:28 AM



Ekotrope RATER - Version:4.0.2.3201

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.  
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# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date:  
Registry ID:  
Ekotrope ID: vng5OZ92



## HERS® Index Score:

# 79

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$518

\*Relative to an average U.S. home

## Home:

536-580 North Cameron Street\_E302  
Winchester, VA 22601

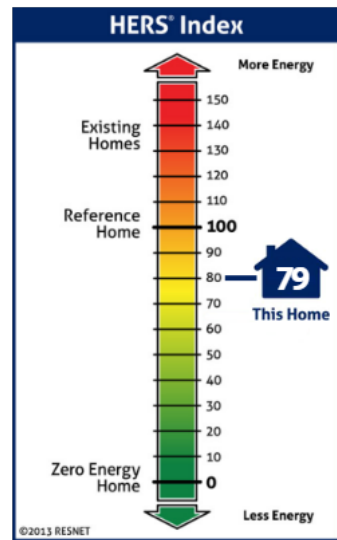
## Builder:

Zeropak Development, LLC

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	10.8	\$201
Cooling	2.5	\$47
Hot Water	6.4	\$119
Lights/Appliances	12.5	\$234
Service Charges		\$360
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>32.2</b>	<b>\$961</b>

This home meets or exceeds the criteria of the following:



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	E302
Community:	536-580 North Cameron Street
Conditioned Floor Area:	1,067 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.91 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 1.22 ACH50)
Ventilation:	50 CFM • 17.5 Watts (Default) • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-3
Ceiling:	Adiabatic, R-31
Window Type:	U-Value: 0.37, SHGC: 0.3
Foundation Walls:	N/A
Framed Floor:	R-0

## Rating Completed by:

**Energy Rater:** Brian Stanfill  
RESNET ID: 0420854

**Rating Company:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054

**Rating Provider:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054



Brian Stanfill, Certified Energy Rater  
Date: 7/18/23 at 10:28 AM



Ekotrope RATER - Version:4.0.2.3201

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.  
This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date:  
Registry ID:  
Ekotrope ID: Le6GalOd



## HERS® Index Score:

# 67

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$479

\*Relative to an average U.S. home

## Home:

536-580 North Cameron Street\_E504  
Winchester, VA 22601

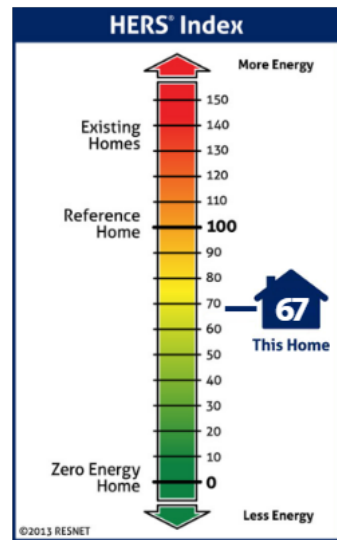
## Builder:

Zeropak Development, LLC

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.8	\$90
Cooling	1.4	\$26
Hot Water	5.1	\$95
Lights/Appliances	10.8	\$202
Service Charges		\$360
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>22.1</b>	<b>\$774</b>

This home meets or exceeds the criteria of the following:



## Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	E504
Community:	536-580 North Cameron Street
Conditioned Floor Area:	866 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.91 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.17 ACH50)
Ventilation:	30 CFM • 10.5 Watts (Default) • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-3
Ceiling:	Vaulted Roof, R-31
Window Type:	U-Value: 0.37, SHGC: 0.3
Foundation Walls:	N/A
Framed Floor:	R-20

## Rating Completed by:

**Energy Rater:** Brian Stanfill  
RESNET ID: 0420854

**Rating Company:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054

**Rating Provider:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054



Brian Stanfill, Certified Energy Rater  
Date: 7/18/23 at 10:28 AM



Ekotrope RATER - Version:4.0.2.3201

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.  
This report does not constitute any warranty or guarantee.



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date:  
Registry ID:  
Ekotrope ID: da8gZNVL



## HERS® Index Score:

# 72

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$777

\*Relative to an average U.S. home

## Home:

536-580 North Cameron Street\_Mezz Unit  
Winchester, VA 22601

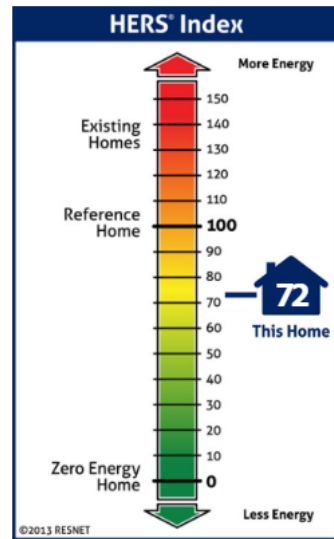
## Builder:

Zeropak Development, LLC

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	14.2	\$265
Cooling	3.5	\$67
Hot Water	7.4	\$140
Lights/Appliances	16.3	\$306
Service Charges		\$360
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>41.4</b>	<b>\$1,139</b>

This home meets or exceeds the criteria of the following:



## Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	Mezz Unit
Community:	536-580 North Cameron Street
Conditioned Floor Area:	1,782 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.91 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.39 ACH50)
Ventilation:	50 CFM • 17.5 Watts (Default) • Supply Only
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-3
Ceiling:	Vaulted Roof, R-31
Window Type:	U-Value: 0.37, SHGC: 0.3
Foundation Walls:	N/A
Framed Floor:	R-20

## Rating Completed by:

**Energy Rater:** Brian Stanfill  
RESNET ID: 0420854

**Rating Company:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054

**Rating Provider:** MaGrann Associates  
701 E Gate Drive Mt Laurel, NJ 08054



Brian Stanfill, Certified Energy Rater  
Date: 7/18/23 at 10:28 AM



Ekotrope RATER - Version:4.0.2.3201  
The Energy Rating Disclosure for this home is available from the Approved Rating Provider.  
This report does not constitute any warranty or guarantee.

# **Tab G:**

Zoning Certification Letter (MANDATORY)



Rouss City Hall  
15 North Cameron Street  
Winchester, VA 22601

Telephone: (540) 667-1815  
FAX: (540) 722-3618  
TDD: (540) 722-0782  
Website: [www.winchesterva.gov](http://www.winchesterva.gov)

**Zoning Certification**

Date 7/20/2023

To Virginia Housing  
601 South Belvidere Street  
Richmond, Virginia 23220  
Attention: JD Bondurant

RE: ZONING CERTIFICATION

Name of Development The ZeroPak- Phase 1

Name of Owner/Applicant ZeroPak Owner, LLC

Name of Seller/Current Owner ZeroPak Owner, LLC

The above-referenced Owner/Applicant has asked this office to complete this form letter regarding the zoning of the proposed Development (more fully described below). This certification is rendered solely for the purpose of confirming proper zoning for the site of the Development. It is understood that this letter will be used by Virginia Housing solely for the purpose of determining whether the Development qualifies for credits available under Virginia Housing's Qualified Allocation Plan.

**Development Description:**

Development Address  
536 N Cameron St, Winchester, VA 22601

Legal Description  
Property address 536 N Cameron St, Winchester VA 22601, Tax Map No. 154-01-B-1 and  
property address 563 N Cameron St, Winvhester VA 22601, Tax Map No. 153-01-G-9

**Proposed Improvements**

- New Construction: \_\_\_\_\_ #Units \_\_\_\_\_ #Buildings \_\_\_\_\_ Approx. Total Floor Area Sq. Ft.
- Adaptive Reuse: 122 #Units 2 #Buildings 233028 Approx. Total Floor Area Sq. Ft.
- Rehabilitation: \_\_\_\_\_ #Units \_\_\_\_\_ #Buildings \_\_\_\_\_ Approx. Total Floor Area Sq. Ft.

## Appendices continued

Current Zoning: Central Business (B-1) District allowing a density of 48 units per acre, and the following other applicable conditions: pending approval of a site plan.

### Other Descriptive Information

ZeroPak Apartments is the adaptive reuse of a historic apple storage facility into 122 units, which are a mix of 1-, 2-, and 3-bedroom units. The property is less than .5 miles from Old Town and has a bus stop within 500 feet and multiple others within .5 miles.

### Local Certification

Check one of the following as appropriate:

- The zoning for the proposed development described above is proper for the proposed residential development. To the best of my knowledge, there are presently no zoning violations outstanding on this property. No further zoning approvals and/or special use permits are required.
- The development described above is an approved non-conforming use. To the best of my knowledge, there are presently no zoning violations outstanding on this property. No further zoning approvals and/or special use permits are required.

Date 7/20/2023

Signature 

Printed Name ALFREDO GUTIERREZ-VELAZQUEZ

Title of Local Official or Civil Engineer ZONING ADMINISTRATOR

Phone 540-667-1815 x1492

### Notes to Locality

1. Return this certification to the developer for inclusion in the tax credit application package.
2. Any change in this form may result in disqualification of the application.
3. If you have any questions, please call the Tax Credit Allocation Department at 804-343-5518.

# **Tab H:**

Attorney's Opinion (MANDATORY)

This Tab has and issue

Please Review the read  
marked areas for errors  
or missing documents

# Tab I:

## Nonprofit Questionnaire (MANDATORY for points or pool)

NOTE: The following documents need not be submitted unless requested by Virginia Housing:

- Nonprofit Articles of Incorporation
- IRS Documentation of Nonprofit Status
- Joint Venture Agreement (if applicable)
- For-profit Consulting Agreement (if applicable)

This deal does not require  
information behind this tab.



# **Tab J:**

Relocation Plan and Unit Delivery Schedule  
(MANDATORY-Rehab)

This deal does not require  
information behind this tab.

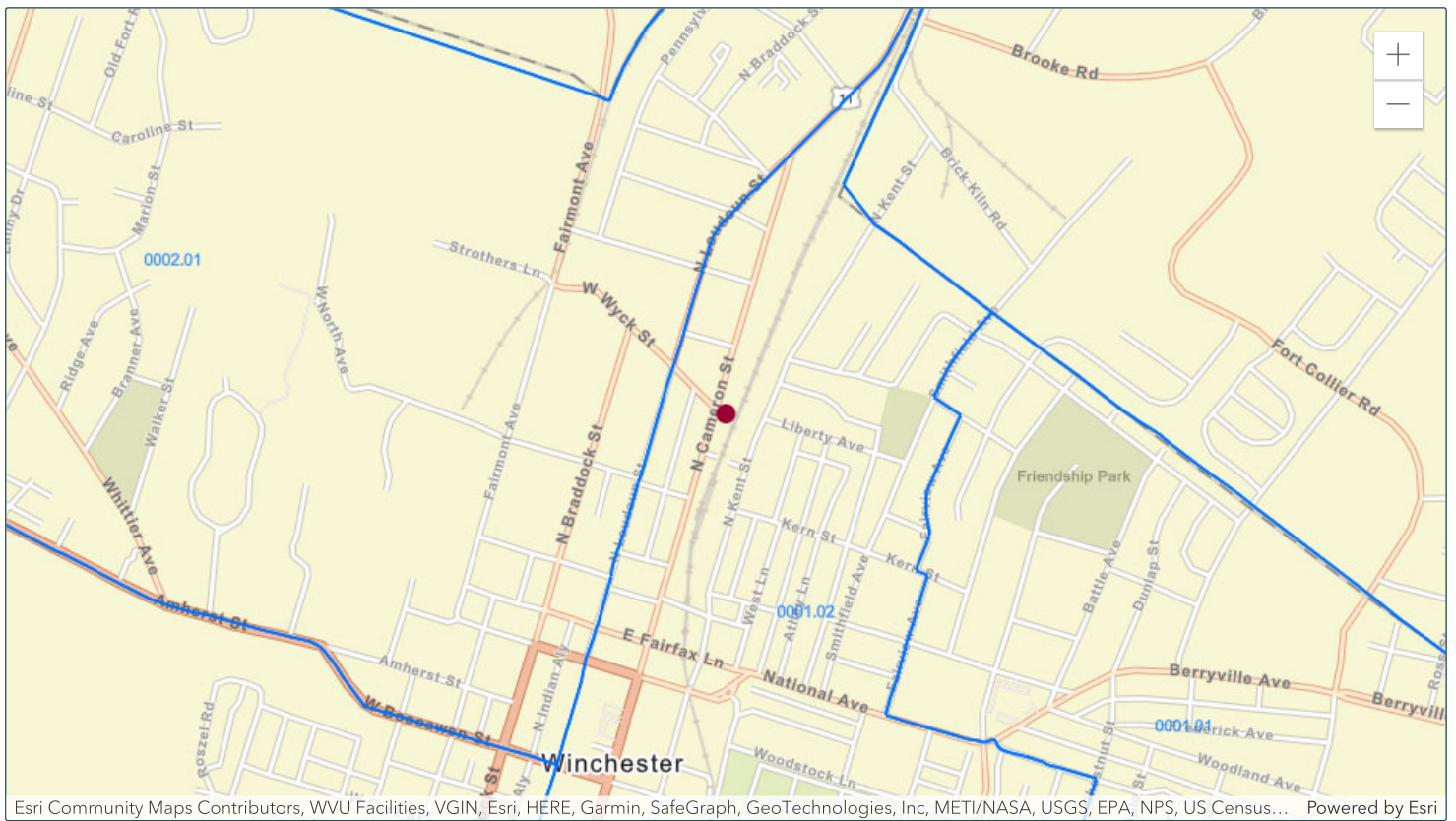
# Tab K:

Documentation of Development Location:

This deal does not require  
information behind this tab.

# **Tab K.1**

Revitalization Area Certification



● Matched Address: 536 N Cameron St, Winchester, Virginia, 22601  
MSA: 49020 - WINCHESTER, VA-WV || State: 51 - VIRGINIA || County: 840 - WINCHESTER CITY || Tract Code: 0001.02

● Selected Tract  
MSA: || State: || County: || Tract Code:



2023 FFIEC Geocode Census Report

Matched Address: 536 N Cameron St, Winchester, Virginia, 22601  
MSA: 49020 - WINCHESTER, VA-WV  
State: 51 - VIRGINIA  
County: 840 - WINCHESTER CITY  
Tract Code: 0001.02

Summary Census Demographic Information

Tract Income Level	
Underserved or Distressed Tract	
2023 FFIEC Estimated MSA/MD/non-MSA/MD Median Family Income	
2023 Estimated Tract Median Family Income	
2020 Tract Median Family Income	
Tract Median Family Income %	
Tract Population	
Tract Minority %	
Tract Minority Population	
Owner-Occupied Units	
1- to 4- Family Units	

Census Population Information

Tract Population	
Tract Minority %	
Number of Families	
Number of Households	
Non-Hispanic White Population	
Tract Minority Population	
American Indian Population	
Asian/Hawaiian/Pacific Islander Population	
Black Population	
Hispanic Population	
Other/Two or More Races Population	

Census Income Information

Tract Income Level	
2020 MSA/MD/statewide non-MSA/MD Median Family Income	
2023 FFIEC Estimated MSA/MD/non-MSA/MD Median Family Income	
% below Poverty Line	
Tract Median Family Income %	
2015 Tract Median Family Income	
2023 Estimated Tract Median Family Income	
2020 Tract Median Household Income	

Census Housing Information

Total Housing Units	
1- to 4- Family Units	
Median House Age (Years)	
Owner-Occupied Units	
Renter Occupied Units	
Owner Occupied 1- to 4- Family Units	
Inside Principal City?	YES
Vacant Units	248



## 2022 and 2023 Small DDAs and QCTs

5184000102

Go

Select a State

Select a County

Go

Map Options : [Clear](#) | [Reset](#) | [Full Screen](#)

QCT Legend: — Tract Outline ■ LIHTC Project ■ 2023 Qualified Census Tracts

SADDA Legend:     FMR Boundary ■ 2023 Small DDA ■ Non Metro DDA

[Hide the overview](#)

The 2023 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2023. The 2023 designations use population and tract boundaries from the 2020 Decennial census. The designation methodology is explained in the Federal Register notice published October 24, 2022.

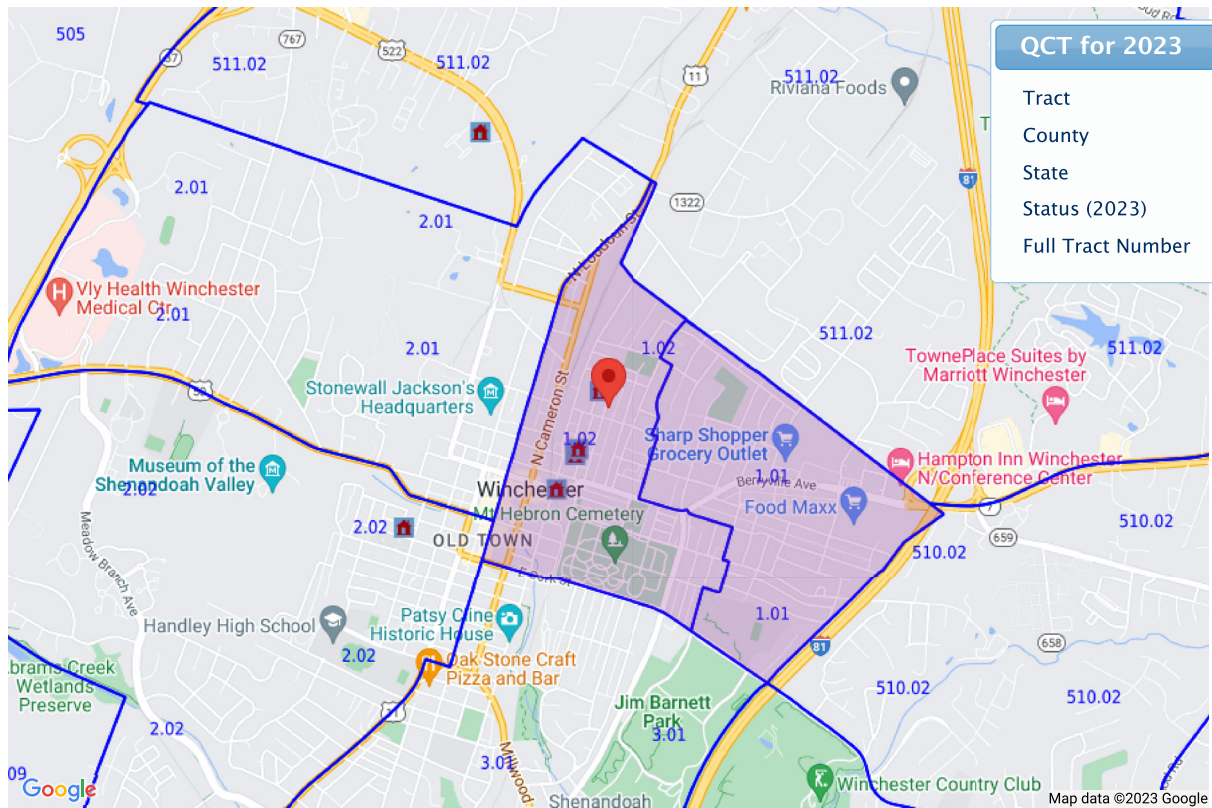
### Map Options

- 14 Current Zoom Level
- Show Difficult
- Development Areas (Zoom 7+)
- Color QCT
- Qualified Tracts (Zoom 7+)
- Show Tracts
- Outline (Zoom 11+)
- Show FMR Outlines (Zoom 4+)
- Show LIHTC
- Projects (Zoom 11+)

[Click here for full screen map](#)

### Select Year

- 2023
- 2022



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### HUD USER

P.O. Box 23268, Washington, DC 20026-3268

**Toll Free:** 1-800-245-2691 **TDD:** 1-800-927-7589

**Local:** 1-202-708-3178 **Fax:** 1-202-708-9981



USA.gov





## METRO TABLE 1

[Dataset/Metro Table 1](#)

[Other Datasets](#)

[Back](#)

2023 IRS SECTION 42(d)(5)(B) QUALIFIED CENSUS TRACTS  
(2020 Decennial Census and 2014-2018, 2015-2019, and 2016-2020 American Community Survey  
(ACS) Data; OMB Metropolitan Area Definitions, September 14, 2018)

***\*Effective Date January 1, 2023***

### Metropolitan Area: Winchester, VA-WV MSA

COUNTY OR COUNTY	EQUIVALENT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT
<b>Winchester city, VA</b>		1.01	1.02							
<b>Hampshire County, WV</b>		9683.01	9683.02	9684.01	9684.02					

Click on a tract number to see a map of the tract in another browser window.

Users trying to determine the HUB Zone status of a census tract should use the [SBA's HUB Zone Mapping Site](#).

To determine the 2010 census tract number for a particular address, visit the [HUD User GIS Service - Low-Income Housing Tax Credit Qualified Census Tract \(QCT\) Locator](#).

**Your Winchester, VA-WV MSA Census Tract not listed?** Select your census tract from the list below to find out why.

Select Tract

See the latest [Designation Notice](#) for information on effective date and when changes to designations may be made.

Set printer to landscape mode to ensure that you print the entire table.

| [HUD Home Page](#) | [HUD User Home](#) | [Data Sets](#) | [Qualified Census Tracts and Difficult Development Areas](#) |

Problems or questions? Contact [helpdesk@huduser.gov](mailto:helpdesk@huduser.gov).

---

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Periodicals

Regulatory Barriers Clearinghouse

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### HUD USER

P.O. Box 23268, Washington, DC 20026-3268

**Toll Free:** 1-800-245-2691 **TDD:** 1-800-927-7589

**Local:** 1-202-708-3178 **Fax:** 1-202-708-9981



USA.gov



2023 IRS SECTION 42(d)(5)(B) QUALIFIED CENSUS TRACTS  
 (2020 Census and 2014-2018, 2015-2019, and 2016-2020 American Community Survey (ACS) Data; OMB Metropolitan Area Definitions, September 14, 2018)  
 \*Effective Date January 1, 2023

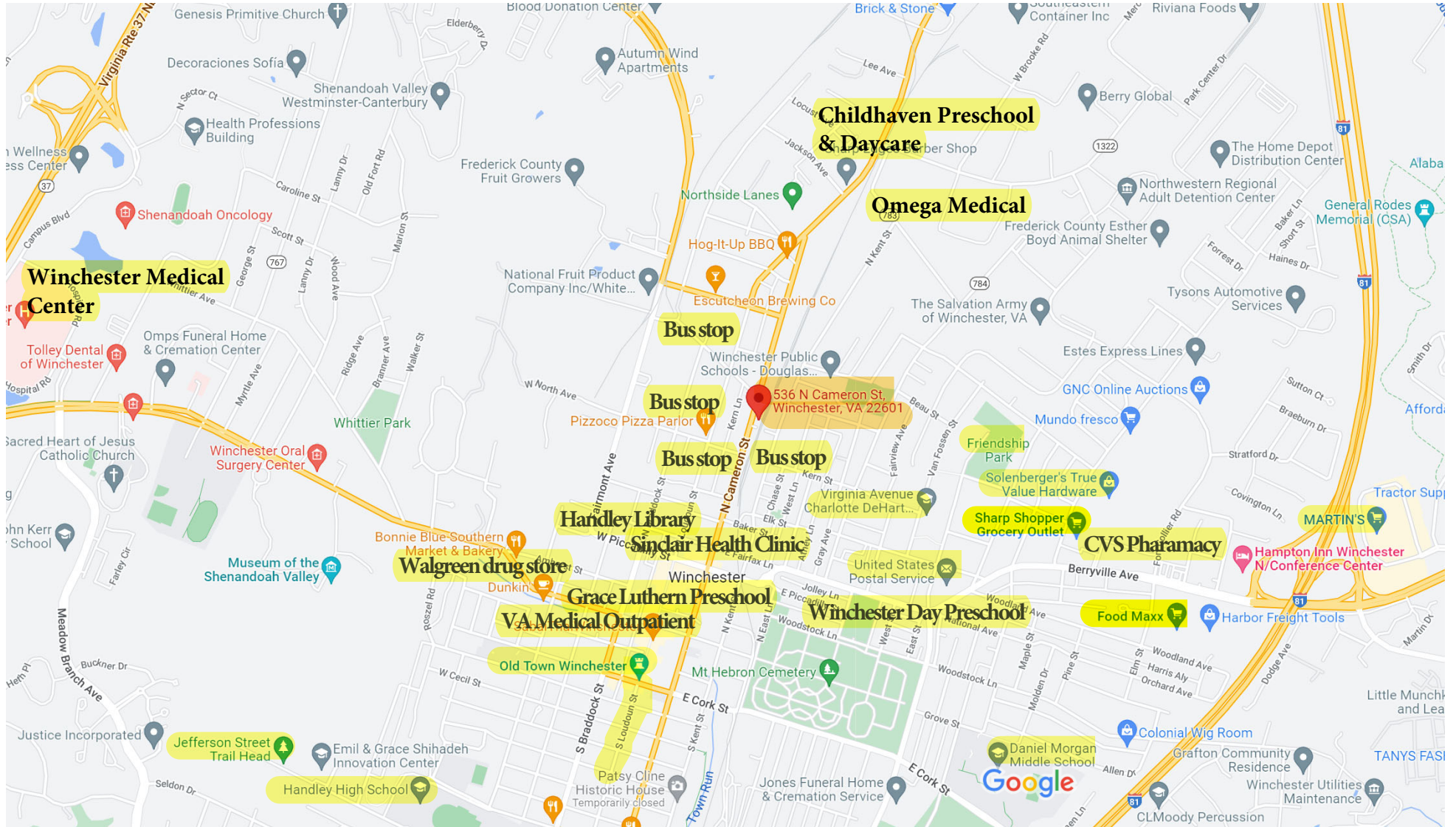
METROPOLITAN AREA: Wheeling, WV-OH MSA												
COUNTY OR COUNTY EQUIVALENT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT
Beimont County, OH	116.00	117.00	121.00									
Marshall County, WV	202.00	205.00										
Ohio County, WV	4.00	6.00	7.00	26.00	27.00							
METROPOLITAN AREA: Wichita, KS MSA												
COUNTY OR COUNTY EQUIVALENT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT
Butler County	204.00	208.00										
Sedgwick County	1.00	3.00	4.00	6.00	7.00	8.00	9.00	11.00	18.00	24.00	26.00	27.00
	28.00	29.00	30.00	32.00	34.00	35.00	37.00	38.00	39.00	40.00	43.01	43.02
	52.00	58.00	62.00	65.00	67.00	68.00	69.00	70.00	71.02	75.00	77.01	77.02
	78.00	87.00										
METROPOLITAN AREA: Wichita Falls, TX MSA												
COUNTY OR COUNTY EQUIVALENT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT
Wichita County	101.00	102.00	104.00	106.00	107.00	108.00	110.00	111.00	112.00	115.00	116.00	130.00
METROPOLITAN AREA: Williamsport, PA MSA												
COUNTY OR COUNTY EQUIVALENT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT
Lycoming County	4.00	8.00										
METROPOLITAN AREA: Wilmington, NC HMFA												
COUNTY OR COUNTY EQUIVALENT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT
New Hanover County	101.00	102.00	103.00	105.01	105.03	105.04	107.00	108.00	110.00	111.00	112.00	114.00
	115.01	115.02	116.05	119.05	119.06							
METROPOLITAN AREA: Winchester, VA-WV MSA												
COUNTY OR COUNTY EQUIVALENT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT
Winchester city, VA	1.01	1.02										
Hampshire County, WV	9683.01	9683.02	9684.01	9684.02								
METROPOLITAN AREA: Winston-Salem, NC MSA												
COUNTY OR COUNTY EQUIVALENT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT
Davidson County	608.00	613.00	614.00	615.01	616.00							
Forsyth County	2.00	3.01	3.02	4.00	5.00	6.00	7.00	8.01	8.02	9.00	10.00	14.00
	15.00	16.02	17.00	18.00	19.01	19.02	20.01	20.02	27.02	27.04	27.05	28.06
	31.08	33.09	34.03	34.04	35.00	37.01						
METROPOLITAN AREA: Worcester, MA-CT												
COUNTY OR COUNTY EQUIVALENT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT
Windham County, CT	8003.00	8006.00	8007.00									
Worcester County, MA	7072.00	7073.00	7094.00	7105.00	7107.00	7108.00	7304.01	7305.00	7310.02	7311.01	7312.03	7312.04
	7313.00	7314.00	7315.00	7316.01	7316.02	7317.00	7318.01	7318.02	7319.00	7320.01	7323.02	7324.00
	7325.00	7326.00	7327.00	7330.00	7443.00	7542.00	7543.00	7572.00	7573.00			
METROPOLITAN AREA: Yakima, WA MSA												
COUNTY OR COUNTY EQUIVALENT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT
Yakima County	1.00	2.00	6.00	12.01	12.02	14.00	15.02	15.03	15.04	20.05	9400.07	9400.08

# Tab K.2

Location Map



536 N Cameron St



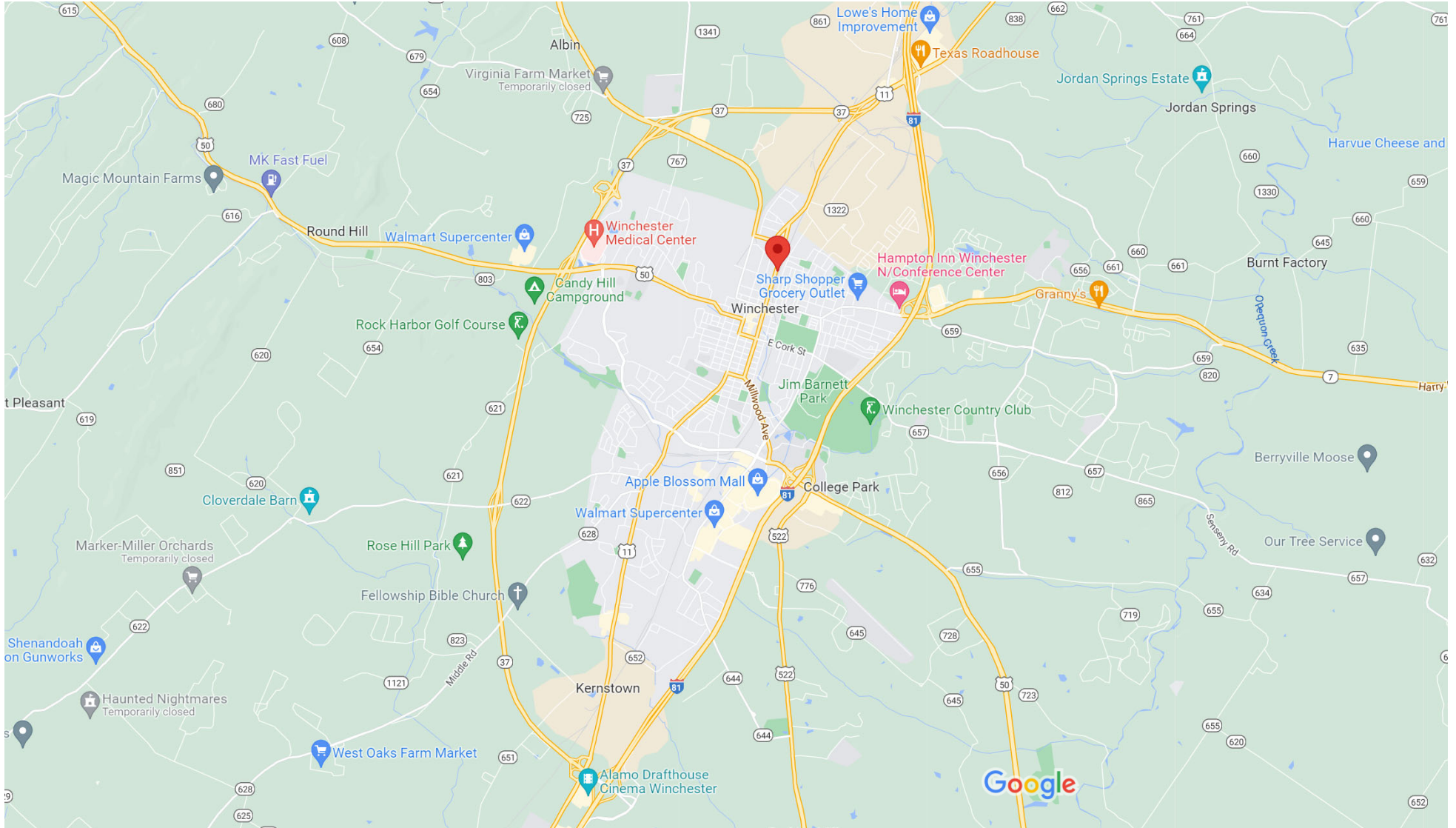
Map data ©2023 1000 ft





# 536 N Cameron St

Highway and roads



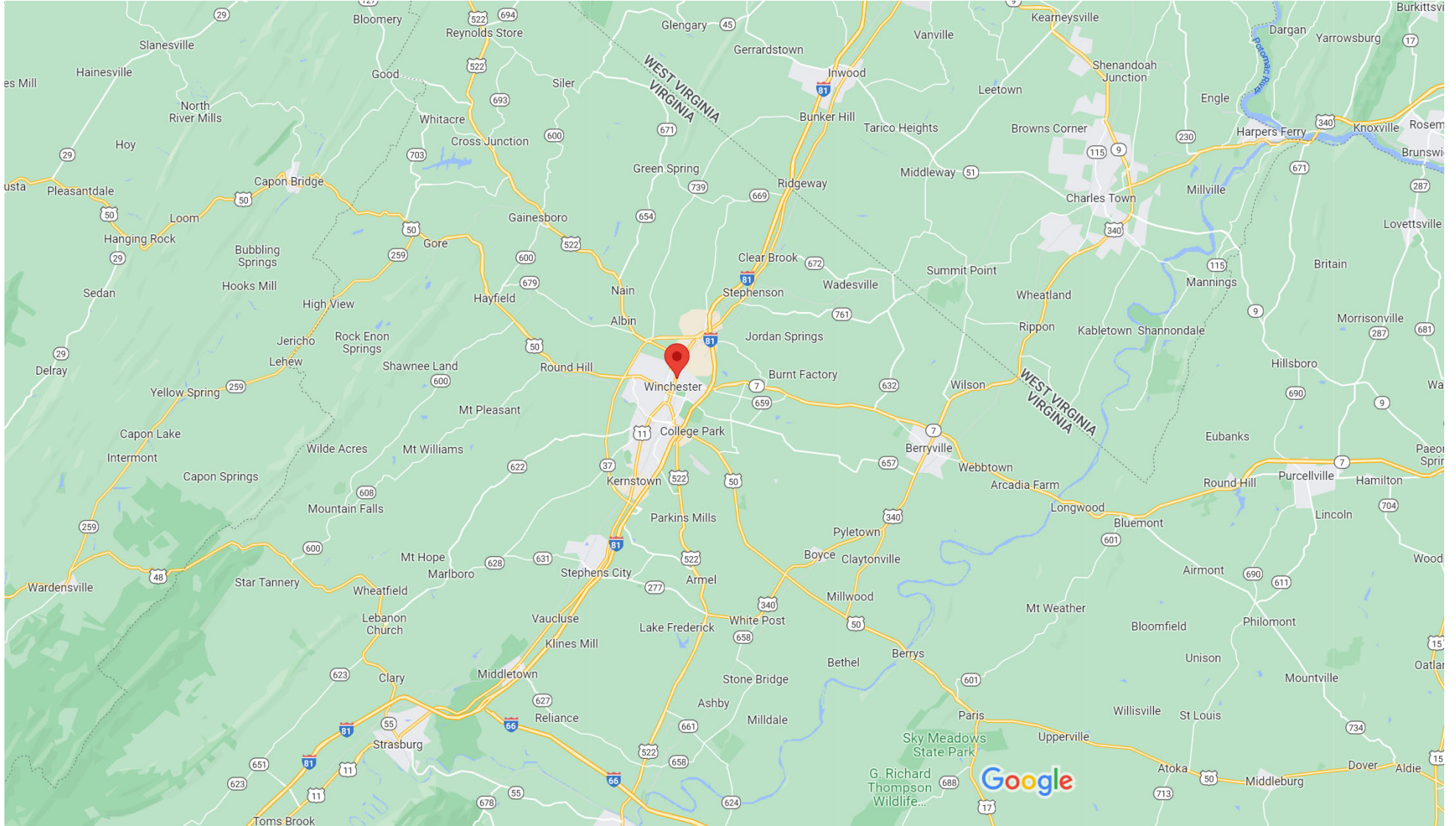
Map data ©2023 Google 1 mi





# 536 N Cameron St

Highway and roads



Map data ©2023 Google 2 mi

# **Tab K.3**

Surveyor's Certification of Proximity To Public  
Transportation

**MARSH & LEGGE LAND SURVEYORS, P.L.C.**

560 North Loudoun Street, Winchester, VA 22601 ■ 540-667-0468 ■ Fax: 540-667-0469 ■ E-mail: office@marshandlegge.com

**Date** 7-19-2023

**To** Virginia Housing  
601 South Belvidere Street  
Richmond, Virginia 23220

**RE:** 2023 Tax Credit Reservation Request

Name of Development The ZeroPak – Phase 1

Name of Owner ZeroPak Owner, LLC

Ladies and Gentlemen:

This letter is submitted to you in support of the Owner's Application for Reservation of Low Income Housing Tax Credits under Section 42 of the Internal Revenue Code of 1986, as amended.

Based upon due investigation of the site and any other matters as it deemed necessary this firm certifies that: the main street boundary entrance to the property is within:

- 2,640 feet or ½ mile of the nearest access point to an existing commuter rail, light rail or subway station; **OR**
- 1,320 feet or ¼ mile of the nearest access point to an existing public bus stop.

Firm Name MARSH & LEGGE LAND SURVEYORS, P.L.C.

By M. Benjamin Brashers, L.S.

Its Land Surveyor

Title

# Tab L:

PHA / Section 8 Notification Letter

# Appendices continued

## PHA or Section 8 Notification Letter

Date July 25, 2023

To Nasser Rahimzadeh  
15 North Cameron Street  
Winchester, VA 22601

RE: Proposed Affordable Housing Development

Name of Development The ZeroPak - Phase 1

Name of Owner ZeroPak Owner, LLC

I would like to take this opportunity to notify you of a proposed affordable housing development to be completed in your jurisdiction. We are in the process of applying for federal low-income housing tax credits from Virginia Housing. We expect to make a representation in that application that we will give leasing preference to households on the local PHA or Section 8 waiting list. Units are expected to be completed and available for occupancy beginning on November 1, 2024 (date).

### **The following is a brief description of the proposed development:**

Development Address 536 N Cameron St, Winchester VA 22601

### Proposed Improvements:

<input type="checkbox"/> New Construction:	_____ #Units	_____ #Buildings
<input checked="" type="checkbox"/> Adaptive Reuse:	<u>122</u> #Units	<u>5</u> #Buildings
<input type="checkbox"/> Rehabilitation:	_____ #Units	_____ #Buildings

### Proposed Rents:

<input type="checkbox"/> Efficiencies:	\$ _____	/month
<input checked="" type="checkbox"/> 1 Bedroom Units:	\$ <u>952</u>	/month
<input checked="" type="checkbox"/> 2 Bedroom Units:	\$ <u>1146</u>	/month
<input checked="" type="checkbox"/> 3 Bedroom Units:	\$ <u>1317</u>	/month
<input type="checkbox"/> 4 Bedroom Units:	\$ _____	/month

### Other Descriptive Information:

All 122 units will be rented to families making 60% or less of the area median income. The property is less than .5 miles from Old Town and has a bus stop within 500 feet and multiple others within .5 miles. Amenities include a library, an exercise room, package receiving area, leasing office, and a community center, and each apartment will have in-unit washing machines and dryers, free internet access, microwaves, dishwashers, and storage.



# Appendices continued

## PHA or Section 8 Notification Letter

We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at (540) 931 - 4655 .

Please acknowledge receipt of this letter by signing below and returning it to me.

Sincerely yours,

Name John Willingham

Title Managing Member

### To be completed by the Local Housing Authority or Sec 8 Administrator:

Seen and Acknowledged By 

Printed Name: Nasser Rahimzadeh

Title Deputy Director of Community Development

Phone (540) 667-1815 x1433

Date 07/25/2023

# **Tab M:**

Locality CEO Response Letter



Rouss City Hall  
15 North Cameron Street  
Winchester, VA 22601

Telephone: (540) 667-1815

Website: [www.winchesterva.gov](http://www.winchesterva.gov)

July 19, 2023

JD Bondurant  
Virginia Housing Development  
Authority 601 South Belvidere Street  
Richmond, Virginia 23220

Virginia Housing Tracking Number: 2023-TEB-121  
Development Name: The ZeroPak – Phase 1  
Name of Owner/Applicant: ZeroPak Owner, LLC

Dear Mr. Bondurant:

The construction or rehabilitation of the above-named development and the application of federal housing tax credits available under IRC Section 42 for said development will help to meet the housing needs and priorities of Winchester. Accordingly, Winchester supports the allocation of federal housing tax credits requested by ZeroPak Owner, LLC for this development.

Yours truly,

  
Dan Hoffman  
City Manager



# **Tab N:**

Homeownership Plan

This deal does not require  
information behind this tab.

# **Tab O:**

Plan of Development Certification Letter

This deal does not require  
information behind this tab.

# **Tab P:**

Developer Experience documentation and  
Partnership agreements (Please submit this TAB as a  
separate stand alone document)

Items for this Tab were  
submitted in a separate  
folder.

# **Tab Q:**

Documentation of Rental Assistance, Tax Abatement  
and/or existing RD or HUD Property



# THE COMMON COUNCIL

Rouss City Hall  
15 North Cameron Street  
Winchester, VA 22601  
540-667-1815  
TDD 540-722-0782  
www.winchesterva.gov

*I, Kerri A. Mellott, Deputy Clerk of the Common Council, hereby certify on this 12 day of July 2023 that the following Ordinance is a true and exact copy of one and the same adopted by the Common Council of the City of Winchester, assembled in regular session on the 11 day of July 2023.*

## **AN ORDINANCE AMENDING CHAPTER 27, TAXATION, ARTICLE II, REAL PROPERTY TAX, DIVISION 4, SUBSTANTIALLY REHABILITATED HISTORIC PROPERTY, OF THE CITY OF WINCHESTER CITY CODE**

**WHEREAS**, the purpose of Chapter 27, Article II, Division 4 of the City Code for the City of Winchester is to provide real estate tax exemptions for substantially rehabilitated residential, commercial, or industrial real estate; and

**WHEREAS**, Division 4 is designed to incentivize renovation and rehabilitation of historic properties within the City, thereby stabilizing and protecting the essential characteristics of the district.

**NOW THEREFORE BE IT ORDAINED**, by the Common Council of the City of Winchester, Virginia that:

1. Chapter 27, Taxation, Article II, Real Property Tax, Division 4, Substantially Rehabilitated Historic Property, of the City Code for the City of Winchester is repealed and re-enacted per Ordinance 2023-16.
2. The City Manager, or his designee, is hereby authorized to take all actions reasonably necessary, including executing such documents as are reasonably necessary, to effectuate and conduct the purposes of this Ordinance.
3. This Ordinance shall take effect immediately upon adoption by the Common Council.

**Ordinance No. O-2023-16**

**ADOPTED** by the Common Council of the City of Winchester on this 11 day of July 2023.

*Witness my hand and the seal of the City of Winchester, Virginia.*



**Kerri A. Mellott**  
**Deputy Clerk of the Common Council**



## **ORDINANCE 2023-16**

### **DIVISION 4. - SUBSTANTIALLY REHABILITATED HISTORIC PROPERTY**

#### **Sec. 27-28. - Definitions.**

For the purpose of this Division, the following words and phrases shall be defined as:

*Substantially rehabilitated residential real estate* shall mean any real estate mainly for residential use within the Historic Winchester District (HW), as defined by Article 14 of the Zoning Ordinance of the City of Winchester, 1976, as amended, or included on the National Register of Historic Places that:

- (i) Contains an existing structure that is no less than twenty-five (25) years old;
- (ii) Includes, or will upon completion of rehabilitation include, five (5) or fewer dwelling units, as defined by Article 1 of the Zoning Ordinance of the City of Winchester;
- (iii) Does not increase the total square footage outside of the existing structure by more than fifteen percent (15%);
- (iv) Upon completion of the rehabilitation, more than fifty percent (50%) of the existing structure will be dwelling units; and
- (v) Has been so improved as to increase the assessed value thereof by no less than forty percent (40%).

For sites included on the National Register of Historic Places and outside the Historic Winchester zoning district, the exemption shall only be considered in conjunction with a project qualified for state and/or federal historic tax credits.

*Substantially rehabilitated multifamily residential real estate* shall mean any real estate mainly for residential use within the Historic Winchester District (HW), as defined by Article 14 of the Zoning Ordinance of the City of Winchester, 1976, as amended, or included on the National Register of Historic Places that:

- (i) Contains an existing structure that is no less than twenty-five (25) years old;
- (ii) Includes, or will upon completion of rehabilitation include, six (6) or more dwelling units, as defined by Article 1 of the Zoning Ordinance of the City of Winchester;
- (iii) Does not increase the total square footage outside of the existing structure by more than fifteen percent (15%);
- (iv) Upon completion of the rehabilitation, more than fifty percent (50%) of the existing structure will be dwelling units;

- (v) Has been so improved as to increase the assessed value thereof by no less than forty percent (40%); and
- (vi) Has been awarded Low-Income Housing Tax Credits by Virginia Housing Development Authority.

For sites included on the National Register of Historic Places and outside the Historic Winchester zoning district, the exemption shall only be considered in conjunction with a project qualified for state and/or federal historic tax credits.

*Substantially rehabilitated residential use on commercial or industrial real estate* shall mean real estate mainly used for commercial or industrial purposes located within the Historic Winchester District (HW), as defined by Article 14 of the Zoning Ordinance of the City of Winchester, 1976, as amended, or included on the National Register of Historic Places that:

- (i) Contains an existing structure that is no less than twenty-five (25) years old;
- (ii) Does not increase the total square footage outside of the existing structure by more than fifteen percent (15%);
- (iii) Upon completion of the rehabilitation, more than fifty percent (50%) of the existing structure will be dwelling units;
- (iv) Includes a minimum project investment of one million dollars (\$1,000,000.00); and
- (v) Has been awarded Low-Income Housing Tax Credits by Virginia Housing Development Authority; or is to be occupied by households whose income exceeds one hundred and twenty percent (120%) of the Area Median Income annually calculated by Housing and Urban Development (HUD) for the Winchester Metropolitan Statistical Area.

For sites included on the National Register of Historic Places and outside the Historic Winchester zoning district, the exemption shall only be considered in conjunction with a project qualified for state and/or federal historic tax credits.

*Amount of exemption* shall mean an amount equal to the increase in assessed value resulting from the rehabilitation of the structure as determined by an onsite assessment by the City's Local Assessing Officer. The amount of exemption shall be applied to the updated assessment commencing on the first day of January of the year following the rehabilitation. An increase in assessment occurring after the first year of such rehabilitation exemption shall not result in an increase in such exemption.

*Taxable year* shall mean the calendar year from January first through December 31 for which such real property tax is imposed, or exemption claimed.

**Sec. 27-28.1. - Exemptions declared.**

Upon meeting the requirements of this Division, a property owner shall be entitled to a partial real estate tax exemption as follows:

- (a) Substantially rehabilitated residential real estate and substantially rehabilitated multifamily residential real estate shall receive a partial exemption for ten (10) taxable years. The partial exemption shall commence on January 1 of the year following completion of such rehabilitation, and the amount of exemption shall be placed in a covenant that runs with the land for the period of the exemption per Virginia Code Title 58.1 Taxation Chapter 32 Real Property Tax Article 3 Other Exemptions, Credits, Partial Abatement, Apportionments, Classifications.
- (b) Substantially rehabilitated residential use on commercial or industrial real estate shall receive a partial exemption for fifteen (15) taxable years. The partial exemption shall commence on January 1 of the year following completion of such rehabilitated residential use, and the amount of exemption shall be placed in a covenant that runs with the land for the period of the exemption per Virginia Code Title 58.1 Taxation Chapter 32 Real Property Tax Article 3 Other Exemptions, Credits, Partial Abatement, Apportionments, Classifications.
- (c) Nothing in this Division shall be construed to permit the Commissioner of Revenue to list upon the land book any reduced value due to the exemptions provided herein.
- (d) Where rehabilitation is achieved through demolition and replacement of an existing structure, the partial exemptions provided herein shall not apply when any structure demolished is a registered Virginia landmark or is determined by the Department of Historic Resources to contribute to the significance of a registered historic landmark.
- (e) Making application for this partial exemption shall be deemed an offer by the property owner to waive and release any existing rights to maintain a preexisting nonconforming use, which waiver and release shall take effect upon the granting of the partial exemption from real estate taxes provided for in this subsection.

**State Law reference—** Code of Virginia, § 58.1-3220 *et seq.*

**Sec. 27-28.2. - Eligibility requirements.**

Exemptions pursuant to this Division shall not become effective unless the following requirements have been met:

- (a) Prior to commencement of the rehabilitation of the property, the property owner shall obtain the required building permit and apply for the partial exemption to the City Manager's Office, or their designee, on a form available from the City. Application for exemption must be filed before the work designated by the building permit is begun. The application for a partial exemption must be submitted prior to January 1 of the taxable year for which such exemption is claimed.

- (b) The property owner shall pay to the Treasurer an application processing fee in the amount of one hundred and twenty-five dollars (\$125) for residential properties containing less than six (6) dwellings and two hundred and fifty dollars (\$250) for properties containing six (6) or more dwellings. No application for any exemption authorized by this Article shall be deemed to have been filed until the fee herein imposed has been paid.
- (c) Prior to commencement of the rehabilitation of the property, the City Manager, or their designee, shall determine the assessed value of the property to be rehabilitated, based on the current assessment records of the City as of January 1 of the application year, within ten (10) working days of receiving the application for partial exemption. Such assessment shall serve as the basis for the subsequent calculation as to the percentage of increase in assessed value resulting from the rehabilitation of the structure.
- (d) Within ten (10) working days after issuance of a final Certificate of Occupancy for the rehabilitated structure, the property owner shall notify the City Manager, or their designee, in writing that the rehabilitation is complete. Upon receipt of such notice, the City Manager, or their designee, shall contact the City's Local Assessing Officer for a written assessment of the fair market value of the renovation improvements, and such value will be reflected in the real estate tax assessment records by the Commissioner of the Revenue's Office within thirty (30) days of receipt of such assessment.
- (e) Eligible projects must be completed within two (2) years from the date of acceptance by the City. Proof of completion must be in the form of a Certificate of Occupancy or Certificate of Completion from the Building Official and Zoning Administrator. An extension of one (1) year to the two (2) year timeline may only occur upon written request to the City Manager, or their designee, no later than thirty (30) days before the initial application expiration.

**Sec. 27-28.3. - Partial exemption runs with real estate; forfeiture of exemption.**

- (a) The exemptions from taxation of real property qualifying for the partial tax exemption provided in this Division shall run with the real estate.
- (b) For real property qualifying for partial exemption of real estate taxes in accordance with this Division, the partial exemption for each tax year shall be conditioned upon the payment of the nonexempt amount of real estate taxes on the property on or before the due date. Upon the failure to pay such real estate taxes on or before such due date, the partial exemption claimed for that tax year shall be forfeited.

# **Tab R:**

Documentation of Operating Budget and Utility Allowances



January 9, 2023

John Willingham  
Zeropak Development, LLC  
PO Box 1330  
Winchester, Virginia 22604

**Re: Utility Analysis –536-540 North Cameron Street**

Dear John Willingham,

Per your request, we have completed energy modeling for the 536-540 North Cameron Street project in Winchester, VA in order to provide an estimate of monthly utility cost for each model of apartment.

Please review the attached report detailing the results of this analysis and contact me should you have any questions regarding its contents.

Sincerely,

Brian Stanfill  
Technical Consultant

encl.

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**ESTIMATING UTILITY USAGE**  
**536-540 North Cameron Street**  
**Winchester, VA**

**January 9, 2023**

*Prepared by:*

**MaGrann Associates**

**1201 Connecticut Avenue NW, #660 • Washington, D.C. 20026**

# MaGrann Associates

PERFORMANCE · PARTNERSHIP · PURPOSE

## 1.0 Executive Summary

MaGrann Associates was contracted by Zeropak Development, LLC to perform energy modeling on the 536-540 North Cameron Street Apartments located in Winchester, VA in order to provide an estimate of monthly utility cost for each model of apartment in the property.

The analysis was performed using the Ekotrope Version 4.0.2 software incorporating all of the specifications noted on the plans that were provided by the client. A detailed list of specifications & any assumptions made in the model is attached to the end of this report.

The “energy consumption model” used for each unit type is in compliance with IRS regulation 1.42-10 (4)(ii)(E). The energy consumption model took into account unit size, building orientation, design & materials, mechanicals systems, appliances, and characteristics of the building location. The estimates are limited to only residential units and do not include common areas. The estimates are based on current utility rates obtained from the local electric and gas companies serving this property. A summary table of the results & a list of specifications & assumptions used in the modeling are attached to this report.

## 2.0 Results

Project Name	Model Type	# BRs	Projected Annual Energy Costs					Total
			Heating	Cooling	Water Heating	Lights/Appliances	Service Charges	
536-540 North Cameron Street	1BR Lower Inner	1	\$109	\$24	\$97	\$185	\$360	<b>\$775</b>
	1BR Middle Inner	1	\$99	\$22	\$97	\$185	\$360	<b>\$763</b>
	1BR Upper End	1	\$319	\$54	\$95	\$197	\$360	<b>\$1,025</b>
	1BR Upper Inner	1	\$159	\$37	\$96	\$188	\$360	<b>\$840</b>
	2BR Lower Inner	2	\$165	\$30	\$126	\$219	\$360	<b>\$900</b>
	2BR Middle End	2	\$231	\$47	\$119	\$220	\$360	<b>\$977</b>
	2BR Middle Inner	2	\$141	\$25	\$120	\$224	\$360	<b>\$870</b>
	2BR Upper End	2	\$361	\$66	\$121	\$231	\$360	<b>\$1,139</b>
	2BR Upper Inner	2	\$261	\$57	\$123	\$234	\$360	<b>\$1,035</b>
	3BR Middle End	3	\$389	\$59	\$144	\$300	\$360	<b>\$1,252</b>
	3BR Middle Inner	3	\$254	\$48	\$144	\$299	\$360	<b>\$1,105</b>
	3BR Upper End	3	\$390	\$68	\$141	\$250	\$360	<b>\$1,209</b>
3BR Upper Inner	3	\$433	\$91	\$140	\$289	\$360	<b>\$1,313</b>	

Bedrooms	Average Cost per Unit Type (\$/yr)
1	\$851
2	\$984
3	\$1,220

These results are based on the current utility rates inclusive of all taxes and other fees as of 1/2023 obtained from the utility companies directly listed below:

### Shenandoah Valley Electric Cooperative:

Month	Min kWh	Max kWh	\$/kWh
October-May	0	-	0.0638
June-September	0	800	0.0638
June-September	800	-	0.0924



**Specifications & Assumptions Used in Energy Model**

Slab Floor: Existing Uninsulated

Above Grade Walls: Existing Masonry with R-3 insulation

Windows: U value : 0.30 SHGC : 0.30

Ceilings: R-10 insulation

Heating: air source heat pump, 8.5 hspf

Cooling: Air source heat pump, 15 SEER

Water Heaters: electric 0.91 UEF

Refrigerator Use: ENERGY STAR labeled

Dishwasher Use: ENERGY STAR labeled

Clothes Washer: ENERGY STAR labeled

Clothes Dryer: Electric

Cooking: Electric

Lighting: 100% LED lighting

Infiltration: 0.4 CFM50/sq ft Shell Area

Duct Leakage to Outside: 4 cfm/100 sq ft Leakage (equivalent or better)

Ventilation: supplied by centralized dedicated outside air system

Plumbing Fixtures: Low Flow



# THE COMMON COUNCIL

Rouss City Hall  
15 North Cameron Street  
Winchester, VA 22601  
540-667-1815  
TDD 540-722-0782  
www.winchesterva.gov

*I, Kerri A. Mellott, Deputy Clerk of the Common Council, hereby certify on this 12 day of July 2023 that the following Ordinance is a true and exact copy of one and the same adopted by the Common Council of the City of Winchester, assembled in regular session on the 11 day of July 2023.*

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**WHEREAS**, the purpose of Chapter 27, Article II, Division 4 of the City Code for the City of Winchester is to provide real estate tax exemptions for substantially rehabilitated residential, commercial, or industrial real estate; and

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1. Chapter 27, Taxation, Article II, Real Property Tax, Division 4, Substantially Rehabilitated Historic Property, of the City Code for the City of Winchester is repealed and re-enacted per Ordinance 2023-16.
2. The City Manager, or his designee, is hereby authorized to take all actions reasonably necessary, including executing such documents as are reasonably necessary, to effectuate and conduct the purposes of this Ordinance.
3. This Ordinance shall take effect immediately upon adoption by the Common Council.

**Ordinance No. O-2023-16**

**ADOPTED** by the Common Council of the City of Winchester on this 11 day of July 2023.

*Witness my hand and the seal of the City of Winchester, Virginia.*



**Kerri A. Mellott**  
**Deputy Clerk of the Common Council**

## **ORDINANCE 2023-16**

### **DIVISION 4. - SUBSTANTIALLY REHABILITATED HISTORIC PROPERTY**

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- (ii) Includes, or will upon completion of rehabilitation include, five (5) or fewer dwelling units, as defined by Article 1 of the Zoning Ordinance of the City of Winchester;
- (iii) Does not increase the total square footage outside of the existing structure by more than fifteen percent (15%);
- (iv) Upon completion of the rehabilitation, more than fifty percent (50%) of the existing structure will be dwelling units; and
- (v) Has been so improved as to increase the assessed value thereof by no less than forty percent (40%).

For sites included on the National Register of Historic Places and outside the Historic Winchester zoning district, the exemption shall only be considered in conjunction with a project qualified for state and/or federal historic tax credits.

*Substantially rehabilitated multifamily residential real estate* shall mean any real estate mainly for residential use within the Historic Winchester District (HW), as defined by Article 14 of the Zoning Ordinance of the City of Winchester, 1976, as amended, or included on the National Register of Historic Places that:

- (i) Contains an existing structure that is no less than twenty-five (25) years old;
- (ii) Includes, or will upon completion of rehabilitation include, six (6) or more dwelling units, as defined by Article 1 of the Zoning Ordinance of the City of Winchester;
- (iii) Does not increase the total square footage outside of the existing structure by more than fifteen percent (15%);
- (iv) Upon completion of the rehabilitation, more than fifty percent (50%) of the existing structure will be dwelling units;

- (v) Has been so improved as to increase the assessed value thereof by no less than forty percent (40%); and
- (vi) Has been awarded Low-Income Housing Tax Credits by Virginia Housing Development Authority.

For sites included on the National Register of Historic Places and outside the Historic Winchester zoning district, the exemption shall only be considered in conjunction with a project qualified for state and/or federal historic tax credits.

*Substantially rehabilitated residential use on commercial or industrial real estate* shall mean real estate mainly used for commercial or industrial purposes located within the Historic Winchester District (HW), as defined by Article 14 of the Zoning Ordinance of the City of Winchester, 1976, as amended, or included on the National Register of Historic Places that:

- (i) Contains an existing structure that is no less than twenty-five (25) years old;
- (ii) Does not increase the total square footage outside of the existing structure by more than fifteen percent (15%);
- (iii) Upon completion of the rehabilitation, more than fifty percent (50%) of the existing structure will be dwelling units;
- (iv) Includes a minimum project investment of one million dollars (\$1,000,000.00); and
- (v) Has been awarded Low-Income Housing Tax Credits by Virginia Housing Development Authority; or is to be occupied by households whose income exceeds one hundred and twenty percent (120%) of the Area Median Income annually calculated by Housing and Urban Development (HUD) for the Winchester Metropolitan Statistical Area.

For sites included on the National Register of Historic Places and outside the Historic Winchester zoning district, the exemption shall only be considered in conjunction with a project qualified for state and/or federal historic tax credits.

*Amount of exemption* shall mean an amount equal to the increase in assessed value resulting from the rehabilitation of the structure as determined by an onsite assessment by the City's Local Assessing Officer. The amount of exemption shall be applied to the updated assessment commencing on the first day of January of the year following the rehabilitation. An increase in assessment occurring after the first year of such rehabilitation exemption shall not result in an increase in such exemption.

*Taxable year* shall mean the calendar year from January first through December 31 for which such real property tax is imposed, or exemption claimed.

**Sec. 27-28.1. - Exemptions declared.**

Upon meeting the requirements of this Division, a property owner shall be entitled to a partial real estate tax exemption as follows:

- (a) Substantially rehabilitated residential real estate and substantially rehabilitated multifamily residential real estate shall receive a partial exemption for ten (10) taxable years. The partial exemption shall commence on January 1 of the year following completion of such rehabilitation, and the amount of exemption shall be placed in a covenant that runs with the land for the period of the exemption per Virginia Code Title 58.1 Taxation Chapter 32 Real Property Tax Article 3 Other Exemptions, Credits, Partial Abatement, Apportionments, Classifications.
- (b) Substantially rehabilitated residential use on commercial or industrial real estate shall receive a partial exemption for fifteen (15) taxable years. The partial exemption shall commence on January 1 of the year following completion of such rehabilitated residential use, and the amount of exemption shall be placed in a covenant that runs with the land for the period of the exemption per Virginia Code Title 58.1 Taxation Chapter 32 Real Property Tax Article 3 Other Exemptions, Credits, Partial Abatement, Apportionments, Classifications.
- (c) Nothing in this Division shall be construed to permit the Commissioner of Revenue to list upon the land book any reduced value due to the exemptions provided herein.
- (d) Where rehabilitation is achieved through demolition and replacement of an existing structure, the partial exemptions provided herein shall not apply when any structure demolished is a registered Virginia landmark or is determined by the Department of Historic Resources to contribute to the significance of a registered historic landmark.
- (e) Making application for this partial exemption shall be deemed an offer by the property owner to waive and release any existing rights to maintain a preexisting nonconforming use, which waiver and release shall take effect upon the granting of the partial exemption from real estate taxes provided for in this subsection.

**State Law reference—** Code of Virginia, § 58.1-3220 *et seq.*

**Sec. 27-28.2. - Eligibility requirements.**

Exemptions pursuant to this Division shall not become effective unless the following requirements have been met:

- (a) Prior to commencement of the rehabilitation of the property, the property owner shall obtain the required building permit and apply for the partial exemption to the City Manager's Office, or their designee, on a form available from the City. Application for exemption must be filed before the work designated by the building permit is begun. The application for a partial exemption must be submitted prior to January 1 of the taxable year for which such exemption is claimed.

- (b) The property owner shall pay to the Treasurer an application processing fee in the amount of one hundred and twenty-five dollars (\$125) for residential properties containing less than six (6) dwellings and two hundred and fifty dollars (\$250) for properties containing six (6) or more dwellings. No application for any exemption authorized by this Article shall be deemed to have been filed until the fee herein imposed has been paid.
- (c) Prior to commencement of the rehabilitation of the property, the City Manager, or their designee, shall determine the assessed value of the property to be rehabilitated, based on the current assessment records of the City as of January 1 of the application year, within ten (10) working days of receiving the application for partial exemption. Such assessment shall serve as the basis for the subsequent calculation as to the percentage of increase in assessed value resulting from the rehabilitation of the structure.
- (d) Within ten (10) working days after issuance of a final Certificate of Occupancy for the rehabilitated structure, the property owner shall notify the City Manager, or their designee, in writing that the rehabilitation is complete. Upon receipt of such notice, the City Manager, or their designee, shall contact the City's Local Assessing Officer for a written assessment of the fair market value of the renovation improvements, and such value will be reflected in the real estate tax assessment records by the Commissioner of the Revenue's Office within thirty (30) days of receipt of such assessment.
- (e) Eligible projects must be completed within two (2) years from the date of acceptance by the City. Proof of completion must be in the form of a Certificate of Occupancy or Certificate of Completion from the Building Official and Zoning Administrator. An extension of one (1) year to the two (2) year timeline may only occur upon written request to the City Manager, or their designee, no later than thirty (30) days before the initial application expiration.

**Sec. 27-28.3. - Partial exemption runs with real estate; forfeiture of exemption.**

- (a) The exemptions from taxation of real property qualifying for the partial tax exemption provided in this Division shall run with the real estate.
- (b) For real property qualifying for partial exemption of real estate taxes in accordance with this Division, the partial exemption for each tax year shall be conditioned upon the payment of the nonexempt amount of real estate taxes on the property on or before the due date. Upon the failure to pay such real estate taxes on or before such due date, the partial exemption claimed for that tax year shall be forfeited.

# **Tab R:**

Documentation of Operating Budget and Utility Allowances

This deal does not require  
information behind this tab.



# **Tab S:**

Supportive Housing Certification

This deal does not require  
information behind this tab.

# **Tab T:**

Funding Documentation

# Virginia Housing Opportunity Tax Credit requests

## The ZeroPak – Phase 1



<u>Annual Allocation request:</u>	<u>\$1,350,000</u>
<u>10 year Credit Amount:</u>	<u>\$13,500,000</u>
<u>Investor Ownership Percentage:</u>	<u>99.99%</u>
<u>Estimated Credit Price:</u>	<u>\$.55</u>
<b><u>TOTAL EQUITY FROM INVESTOR:</u></b>	<b><u>\$7,424,258</u></b>

## **Agreement**

### Virginia Housing's PDC Housing Development Grant Northern Shenandoah Valley Regional Commission

This agreement is entered into this 30<sup>th</sup> day of March, 2023.

The Northern Shenandoah Valley Regional Commission (NSVRC) execute agreements with profit and non-profit developers for projects that would increase the inventory of affordable housing in the region through the development of new units. Awardees will be granted funding from the \$2 million granted to the NSVRC from Virginia Housing as part of a \$40 million grant program to Virginia's Planning District Commissions.

**Project Name:** Zeropak Phase 1 Virginia Housing PDC Grant

**Whereas** the NSVRC has approved the aforesaid project (hereafter "*the Project*" a copy of which is attached as Appendix A to this agreement) and agreed to award the sum of \$1,250,000 (referred to as the *Award*).

Now, **Therefore**, the above-mentioned parties hereto do agree as follows:

The NSVRC agrees to award the Awardee a Northern Shenandoah Valley Regional Commission Housing Unit Development **Award** in the amount of \$1,250,000 for the development of:

Phase I of the the adaptive reuse of the Zeropak  
historic apple storage facility into 121 units, of which 24 units will be dedicated for  
the PDC Housing Grant.

1. The NSVRC agrees to provide the Awardee with technical assistance in setting up and carrying out the administration of its Northern Shenandoah Valley Regional Commission Housing Unit Development Award
2. The NSVRC agrees to make payment to the Awardee upon receipt of a properly completed and signed invoice, on a quarterly basis. The request may be made allowing (21) twenty-one days to receive the funds.

#### **Responsibility of the Award Recipient**

The Recipient shall:


- 1) Undertake and carry out, and complete, in a competent manner, all work and services set forth in the full scope of work and action plan for selected priority project and operate within the financial constraints of the approved project. All project activities shall be completed by the completion date regardless of the availability of funds anticipated for use on this project by the Awardee. No budget revision amendment or termination of this contract shall be made which affects the Awardee's responsibility to fully complete the scope of work.

- 2) Keep accurate, current, and complete records relating to all aspects of the project.
- 3) Maintain an acceptable financial management system during the term of the award. Such system shall provide:
- 4) accurate, current and complete disclosure of financial activity under the Agreement.
- 5) effective control over accountability for all Award funds, property, and other assets under the Project.
- 6) Comparison of actual outlays and budgeted Award disbursements.
- 7) Provide proof that the affordable housing requirements have been adhered to in its entirety.
- 8) Once the development of this/these unit/units is complete, homes must remain affordable to individuals or families whose incomes do not exceed 80% of Area Median Income (AMI).
- 9) Mixed-use developments must designate at least 60% of its square footage for housing. 100% of homeownership and/or rental developments must be used for housing.
- 10) Homeownership units generated by this award shall have sales price and income limits consistent with Virginia Housing limits for that area or region unless lower limits are mandated by the use of leveraged financial resources from other funding sources. The most recent limits can be accessed by visiting <https://virginiahousing.com/awardlimits>.
- 11) Provide proof that all state and local codes and ordinances relating to unit construction have been adhered to.
- 12) proof of zoning approval (if applicable)
- 13) proof of erosion and sediment control and stormwater requirements have been adhered to. (If applicable)
- 14) Copy of Building Permits and Certificate of Occupancy.

The selected awardee who will develop eight new sustainable, affordable homes will receive funding from the PDC Housing Development Grant in the form of an award of \$1,250,000 for the construction of eight new single-family homes. Applicants will receive these funds on a quarterly reimbursement basis until such time the full scope of work and action plan for selected priority projects has been completed. The *Period of Performance* stipulate all units created using VA Housing NSVRC funds are to be completed and move-in ready and marketed by **June 30, 2024**.

In event of default of the conditions of this agreement, then at the option of the holder hereof, the entire awarded sum of \$1,250,000 and accrued interest shall repay in its entirety to NSVRC within 90 days. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. If default of the conditions of this agreement is made and repayment of the award amount must be collected by suit or attorney, the undersigned hereby agrees to pay an additional ten percent of the Grant Award as a collections fee.

**Therefore**, the obligations under this *Award* have been read, understood, and agreed to by the undersigned grantee.

By: Alex Gearin 

By: \_\_\_\_\_

Title: Community Development Program Coordinator NSVRC Title: \_\_\_\_\_

Date: 3/30/2023

Date: \_\_\_\_\_

## GRANT AGREEMENT

This Grant Agreement (the “**Agreement**”) is made as of the Effective Date, as defined herein, by and between the **Northern Shenandoah Valley Regional Commission**, a planning district commission formed pursuant to the Regional Cooperation Act, Virginia Code § 15.2-4200, et seq., (the “**NSVRC**”), **ZeroPak Development, LLC**, a Virginia limited liability company with a State Corporation Entity Identification Number of 11210729, (“**ZeroPak**”), and **Veterans Community Development Corporation, Inc.**, a Virginia nonstock corporation with a State Corporation Entity Identification Number of 07576143 (“**VCDC**”). ZeroPak and VCDC are referred to collectively herein as “**Grantee**”.

**Whereas**, Virginia Housing has awarded certain funding to the NSVRC to develop and implement a PDC Housing Development Program in accordance with guidance provided by Virginia Housing (the “**Program**”); and

**Whereas**, NSVRC is the administrator of, and responsible for oversight of the Program; and

**Whereas**, NSVRC solicited applications from interested parties seeking funds to support development and construction of affordable housing units, and the Grantee provided an application that contains a proposal (as amended by any supplemental materials submitted by Grantee and approved by NSVRC, the “**Application**”) to conduct a project in accordance with the Program; and

**Whereas**, NSVRC and Grantee have decided to enter into this Agreement to specify the terms and conditions under which NSVRC will reimburse Grantee for certain eligible approved costs.

**Now, Therefore**, NSVRC, ZeroPak, and VCDC agree as follows:

1. **Effective Date.** The Effective Date of this Agreement is the date the Agreement, or counterparts hereof, has been signed by NSVRC, ZeroPak, and VCDC.
2. **Project.** Grantee has proposed to use the Grant Funding, as defined herein, for the development of Phase I of the adaptive reuse of the ZeroPak historic apple storage facility (the “**Facility**”) located at 536 North Cameron Street in Winchester, Virginia, as described in the Application. Of the total 121 residential dwelling units to be located within the Facility, 24 units will be dedicated for use in compliance with the terms and conditions of the Grant Funding. (the “**Project**”).
3. **Grant Funding.** To fulfil the intended purpose of the Program, and in consideration for Grantee constructing the Project, NSVRC has allocated a grant award not to exceed **\$1,250,000.00** (the “**Grant Funding**”). VCDC may apply for disbursements of the Grant Funding on a reimbursement basis for eligible costs as provided herein. NSVRC’s obligation to disburse the Grant Funding is contingent upon NSVRC’s receipt of the Grant Funding. Grantee further agrees that:
  - a. Use of the Grant funds shall be subject to the Guidelines, as defined below, and any other restrictions imposed by Virginia Housing.
  - b. Use of Grant funds is strictly limited to those activities that are both (i) directly related to the development of new housing units and (ii) considered eligible and pre-approved by Virginia Housing for reimbursement.
  - c. Grant funds shall not be used for, or in support of, any activities already covered by another source of funding, or for housing projects already underway, proffered, or in the pipeline.
  - d. Grant Funds shall not be used to develop, supplement, or support housing programs providing

owner or rental assistance, emergency shelter services, or similar or perceived as similar types of programs.

- e. Grantee shall reinvest all income generated directly or indirectly from the Grant funds into the Project.

4. **Grant Guidelines.** This Agreement, and the disbursements and use of the Grant Funding shall be governed and controlled by the PDC Housing Development Program Guidelines, which are incorporated herein by reference including any subsequent amendments thereto (as amended from time to time, the “Guidelines”). Any subsequent amendments to the Guidelines made by Virginia Housing will be transmitted by NSVRC to the Grantee. Any the event that any term of this Agreement expressly conflicts with the Guidelines, the Guidelines will take precedence and control.
5. **Grantee’s Obligation to Construct Project.** Grantee will undertake, carry out, and complete, in a reasonably competent manner, the Project in accordance with Grantee’s Application, including all projected outcomes and funding allocations set forth therein, and in accordance with the terms and conditions of this Agreement. The Grantee shall carry out all its required activities necessary to ensure the Project is completed on or before June 30, 2024 (the “**Period of Performance**”). The Grantee shall agree to assume all eligible costs upfront and all ineligible costs required to complete the Project. The Grantee shall work with diligence to obtain all necessary permits for the Project, including without limitation any permits required by the local jurisdiction in which the Project is located.
6. **Reimbursement of Eligible Costs.** NSVRC and Grantee agree that Virginia Housing, at its discretion, may retain all or some of the Grant Funding until which time claims for reimbursement in accordance with Virginia Housing’s requirements are met. Grantee may apply for reimbursement of its approved eligible costs on a quarterly basis, on or before the last business day of each quarter, as follows:
  - a. Reimbursement claim requests will only be approved to the extent that they are equal to or less than the Grant Funding, even if that maximum amount is reached prior to the end of Period of Performance.
  - b. NSVRC reserves the right to require repayment from Grantee of all unspent Grant Funding or any Grand Funding that has not been spent in accordance with this Agreement. Grantee shall cooperate with such repayment requests and shall repay all such amounts to NSVRC within 90 days of written notice from NSVRC.
  - c. Grantee shall be responsible for submitting a reimbursement claim application and for providing all documentation for all work performed and eligible costs incurred. Proof of payment for work performed and eligible costs shall be documented in the form of invoiced bills, receipts, copies of canceled checks and other documentation that may be required at the discretion of NSVRC and/or Virginia Housing.
  - d. Reimbursement claims with supporting documentation will be reviewed by NSVRC and submitted by NSVRC to Virginia Housing for approval.
  - e. Claims for reimbursement which are incomplete, lack supporting documentation, or are not for eligible costs will not be accepted. Grantee may submit a claims which were rejected due to incompleteness or lack of supporting documentation only in the subsequent quarter by the next cycle due date.
  - f. No reimbursement requests shall be accepted by the NSVRC after the expiration of the Period of Performance.



- g. Following timely submittal of a reimbursement claim, approval by Virginia Housing, and receipt of funds for payment of such reimbursement claim by NSVRC, NSVRC shall promptly distribute the Grant funds to VCDC according to Virginia Housing's guidelines. Reimbursement amounts may be subject to limits by Virginia Housing per quarter. NSVRC shall make reasonable efforts to pay approved claims for reimbursement within 30 days.

**7. Technical Assistance by NSVRC.** NSVRC agrees to provide the Awardee with reasonable technical assistance in submitting eligible claims for reimbursement and providing supporting documentation for such claims.

**8. Reporting.**

- a. Grantee, its subsidiaries, agents, third-party contractors, and subcontractors shall provide NSVRC and/or Virginia Housing reasonable access upon request to the Project site and all documents reasonably related to the Project for the purpose of monitoring progress on the Project and compliance with this Agreement.
- b. Grantee shall provide to NSVRC quarterly status reports, as well as such other materials, updates, and information as may be reasonably requested from time to time. The quarterly status reports will contain all information and supporting documentation necessary for NSVRC to comply with Virginia Housing's requirements and will be in such format as may be reasonably required by NSVRC.

**9. Recordkeeping.** Grantee shall maintain all files and documents associated with the Project as follows:

- a. All pertinent records of expenditures incurred and funds received from the Housing Development Program Grant must be kept for a minimum of three (3) years after the Project is certified as having been completed per Virginia Housing's Grant requirements.
- b. Grantee shall maintain and operate financial management systems that meet or exceed the GAAP requirements for funds control and accountability.
- c. Grantee agrees that NSVRC, Virginia Housing, or any authorized representation thereof shall have access to and the right to examine all records, books, documents and/or papers related to the Grant and this Agreement with or without notice at the discretion of NSVRC and Virginia Housing. The same right may be imposed on any contractors and subcontractors of the Grantee.

**10. Compliance with Program requirements.** NSVRC and the Grantee agree to act in good faith to coordinate and cooperate as necessary to meet PDC Housing Development Program requirements, including without limitation those set forth in the Guidelines. Grantee agrees to comply with the following Program requirements:

- a. Grantee shall use all reasonable efforts to maintain Project progress on a schedule so that the Project will be completed within the Period of Performance. In the event NSVRC determines that the Project is not reasonably able to be completed within the Period of Performance, NSVRC and Grantee shall work together in good faith to develop a remedial plan to expedite the progress of the Project. If the remedial plan is unsuccessful and NSVRC determines that the Project cannot be completed within the Period of Performance, RRRC may require repayment of the Grant funds in accordance with paragraph 6(b) hereof.

- b. Grantee agrees to implement a construction schedule that provides for reasonable allowance for setbacks and material delays.
- c. All housing units that are part of the Project must be verifiably move-in ready condition and marketed on or before **June 30<sup>th</sup> 2024**.
- d. If Grantee fails to maintain ownership of the property supported by the funds supplied by the Grant before the specified compliance period ends, a prorated amount of the Grant funds received shall be returned to the NSVRC based upon the length of time the Project has been in compliance prior to resale.
- e. Documentation proving a period of affordability compliance must be provided by Grantee who shall maintain/guarantee the period of affordability compliance, which shall be the longest of the following time periods (the "Affordability Compliance Period"):
  - i. As required by the most restrictive funding.
  - ii. A minimum of the years indicated by the Grantee's Grant Application.
  - iii. A minimum of 15 years for rental units and 10 years for ownership units.
- f. Grantee shall comply to the following conditions, as applicable:
  - i. For mixed-use projects at least 60% of the total square footage must be residential.
  - ii. For mixed income projects, at least 50% of the housing units must be maintained for the entire compliance period as affordable to households who meet the 80% Area Median Income and under criteria.
  - iii. All residential units shall be restricted with maintained affordability as proposed by the Grantee or at 80% or below Area Median Income.
- g. Upon completion of the Project, the Grantee will provide proof of affordability to NSVRC through confirmation of receipt of the most restrictive funding source and evidence of commitment to comply with the Affordability Compliance Period above.
- h. Grantee shall submit a Certification of Compliance to NSVRC annually during the Affordability Compliance Period to ensure that proper affordability is maintained for units developed under the Program.
- i. Grantee shall maintain ownership of the Project and the Facility at all times during the Affordability Compliance Period.
- j. In order to ensure maintained affordability, NSVRC will carry a subordinate deed of trust on the Property as a means of recovering the Grant funds in the event that affordability criteria are not met. This deed of trust will be executed upon the request of the NSVRC.
- k. Any homeownership units generated by this award shall have sales price and income limits consistent with Virginia Housing limits for that area or region unless lower limits are mandated by the use of leveraged financial resources from other funding sources. The most recent limits can be accessed by visiting <https://virginiahousing.com/awardlimits>.
- l. In the event that Grantee is not in compliance with the Program requirements or this Agreement, the Grant Funding shall be subject to repayment pursuant to paragraph 6(b).

**11. Dispute resolution.** NSVRC and the Grantee shall agree to the following:

- a. Any question regarding any aspect of the Program will be directed towards and resolved by the Guidelines and Virginia Housing as applicable or required.
- b. Any dispute over this Agreement shall be heard in the General District or Circuit Courts of Warren County, Virginia.

**12. Termination.** Grantee agrees that NSVRC shall have the authority, at NSVRC's sole discretion, to withhold some or all of the Grant Funding or terminate this Agreement and require repayment of some or all of the Grant Funding in accordance with paragraph 6(b), in the event of any of the following:

- a. Failure by the Grantee to comply with the terms and conditions of this Agreement.
- b. Failure by Grantee to spend all Grant funds.
- c. If Grantee has been suspended or terminated from any other Virginia Housing or local, state, or federal government program, voluntarily or involuntarily, regardless of circumstances.
- d. If Grantee has notified NSVRC that Grantee is unable to carry out all of its obligations hereunder, in which instance NSVRC or Virginia Housing shall have the authority to verify such claims made by Grantee.

**13. Miscellaneous.**

- a. Grantee shall comply with all state and local codes and ordinances, including those related to zoning, construction, erosion and sediment, and stormwater.
- b. The prevailing party in any suit for enforcement or breach of this Agreement shall be entitled to recover its attorney's fees.
- c. Grantee may not assign its rights or obligations under this Agreement.
- d. This Agreement, including all exhibits hereto or documents incorporated herein, embodies the entire and complete understanding and agreement between the RRRC and grantee, and no amendment will be effective unless in writing and signed by an authorized representative of both parties.

**Witness,** the following signatures and seals:

Northern Shenandoah Valley Regional Commission

By: \_\_\_\_\_ (L.S.)      Date: \_\_\_\_\_  
Brandon Davis, Executive Director

ZeroPak Development, LLC

By: \_\_\_\_\_ (L.S.)      Date: \_\_\_\_\_  
\_\_\_\_\_, its \_\_\_\_\_

Veterans Community Development Corporation, Inc.

By: \_\_\_\_\_ (L.S.)      Date: \_\_\_\_\_  
\_\_\_\_\_, its \_\_\_\_\_

# **Tab U:**

Acknowledgement by Tenant of the availability of Renter  
Education provided by Virginia Housing



## The ZeroPak – Phase 1

### Virginia Housing's Free Renter Education Acknowledgement

I, \_\_\_\_\_, have read, understand, and acknowledge that I have been presented information regarding Virginia Housing's free renter education opportunities available to tenants.

I understand that it is my responsibility to review the website link provided here [www.virginiahousing.com/renters](http://www.virginiahousing.com/renters).

By signing below, I acknowledge that I have read and understand the terms of all items contained in this form.

Resident Name:

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Resident Signature:

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Apartment Number:

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Date:

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# **Tab V:**

Nonprofit or LHA Purchase Option or Right of First  
Refusal

This deal does not require  
information behind this tab.

# **Tab W:**

Internet Safety Plan and Resident Information Form (if internet amenities selected)





## The ZeroPak – Phase 1 Internet Security Plan

The ZeroPak - Phase 1 will provide Wi-Fi service for all units. Each unit will be provided a secure connection. The ZeroPak - Phase 1 will enter into a contract with an internet provider to install Wi-Fi equipment (which may include routers, switches, and wireless access points), and will contract to provide ongoing support and maintenance to ensure the network functions properly. The routers will have a secure firewall to guard against data breaches.

Prior to move-in, all residents will be provided with the attached internet safety and security information guidelines. New residents will be required to sign an Acknowledgement of Responsibilities verifying that they have read and understand The ZeroPak - Phase 1 internet safety and security guidelines. It is the resident's responsibility to make sure that their devices have adequate security, including up-to-date virus and malware protection software.

Inappropriate use of the The ZeroPak - Phase 1 network will not be permitted. Unacceptable use of the internet by residents and their guests includes (but is not limited to) those actions listed in the Internet Usage Guidelines. The ZeroPak - Phase 1 has the discretion to determine unacceptable usage and prevent network access by a resident not abiding by the internet guidelines. If a resident is unclear about appropriate internet usage, they should direct questions to the Community Manager.

### Internet Usage Guidelines

1. The ZeroPak - Phase 1 ("Landlord") agrees to provide individual Wi-Fi internet service at a speed of no less than 10Mbps download and 3Mbps upload ("Internet Access") to each unit during the Lease Term subject to the terms and conditions of these Guidelines.
2. Resident understands that internet access points are the property of the Landlord. If Resident removes or damages an access point, Landlord may charge a fee.

3. Residents may not use the facilities and capabilities of the network to conduct or solicit the performance of any illegal or criminal activity.
4. Residents may not do anything which is contrary to the acceptable use policies of the internet provider.
5. Resident will not post or transmit any file which contains malicious software, which may include but is not limited to viruses, worms, "Trojan horses" or any other contaminating or destructive features.
6. Resident is solely responsible for keeping personal computer devices secure and free of viruses or other harmful programs that can directly or indirectly interfere with the operations of the network, and that of third parties connected to its networks. Resident is solely responsible for guarding against and repairing devices from any infection by malicious code or unauthorized use.
7. Resident may not send proactively, receive, upload, download, use or re-use any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights while using the The ZeroPak - Phase 1 network.
8. Resident will not permit any guests or a third party to do any of the above.

## The ZeroPak - Phase 1

### Resident Acknowledgement of Responsibilities

By signing below, I acknowledge that I have read, understand, and agree to the terms of all provisions contained in The ZeroPak - Phase 1' Internet Security Plan and Usage Guidelines.

I understand that the Internet Security Plan and Usage Guidelines outline and summarize the proper use and safety guidelines when using the Internet Services provided at The ZeroPak - Phase 1.

Resident Name:

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Resident Signature:

---

Apartment Number:

---

Date•

---

## The ZeroPak - Phase 1

### Cybercrime Prevention Information

Constantly evolving technology has made our business and social practices more efficient and personal. While communicating with friends and family and accessing information easily makes life more enjoyable, this freedom also makes Internet users more vulnerable to cybercriminals. Cybercriminals exploit the Internet through fraud, unsolicited bulk emails (SPAM), phishing scams, and child exploitation.

#### FRAUD

The ease and convenience of shopping online has led an increasing number of consumers to purchase goods and services on the Internet. In the process, customers transmit personal information such as their Social Security Numbers and credit card numbers through cyberspace. While some of these websites are safe and serve their purpose well, others either do not have the proper security measures or present a fraudulent front with the sole purpose of gaining personal information. In 2022, identity thieves stole \$43 billion

from financial institutions and individual consumers. Follow these tips to avoid becoming a victim.

### Credit Card Fraud

Criminals commit credit card fraud because credit can be obtained quickly and without face-to-face interaction. The thief can then open credit accounts or purchase merchandise with a click of the mouse within seconds of obtaining personal information.

Tips to avoid credit card fraud include:

- Do not provide your credit card number unless the site is secure and reputable. Look for "https:" at the beginning of the web address to make sure the site is secure. ● Look for symbols such as the Better Business Bureau's Online Reliability and Privacy Seals and the TRUSTe privacy seal.
- Check the website's privacy policy so you can be assured that you have full control over the use of your personal information.
- Keep a list of all credit card(s) and account information along with the card issuer's contact information. If your bill looks suspicious or you lose your credit card(s), contact the card issuer immediately. ● Request a free credit report online at [annualcreditreport.com](http://annualcreditreport.com) and check for lines of credit that you did not open.
- If you are the victim of fraud, place an initial fraud alert on your credit report with the credit agencies.

### Internet Auction Fraud

Internet auction fraud typically occurs in one of two ways: the seller receives the agreed upon funds for the item that was advertised, but fails to deliver the item, or the buyer fails to pay for the item once it has been received.

TIPS to avoid Internet auction fraud include:

- Read each auction site's Terms of Use before using.
- Consider what method of payment works best for you, but never send cash.
- Read and print the description of the product, and save all copies of emails between you and the buyer or seller.
- Do not provide your Social Security Number to the seller.

### International ("Nigerian") Letter and E-mail Scams

International letter and e-mail scams defraud numerous American consumers each year and result in losses of approximately \$100 million annually. International con artists use emails to lure victims by promising confidential business proposals.

Tips to avoid international letter scams include.

- Be skeptical of individuals representing themselves as foreign government officials asking for your help in placing large sums of money in overseas bank accounts. Delete without opening unsolicited emails from these senders.
- Do not believe the promise of large sums of money for your cooperation.
- Do not provide your bank account or credit card numbers to these email senders.

## CHILD EXPLOITATION

The same advances in technology that allow our children to expand their realm of knowledge are also leaving them vulnerable to exploitation and harm by computer-sex offenders. It is believed as many as 40,000 sexual predators can be online at any given moment. Internet content filters can protect children while they use the Internet.

Signs your child may be at risk include:

- Your child has a computer with Internet access in his or her room;
- You have a webcam on your computer;
- Child spends large amounts of time online, especially at night;
- Pornography or obscene material is discovered on child's computer;
- You notice a child may receive phone calls from adults (hang-ups when you pick up the phone, adults asking to speak with child); child makes calls to numbers you don't recognize (be aware of who your child speaks with; use re-dial if necessary)
- Child receives mail, gifts, or packages from someone you don't know;
- Child turns monitor off or quickly changes screen on the monitor when you come into the room;
- Child becomes withdrawn from family; and
- Child uses online account belonging to someone else; check your Internet history files or ask your child.

## PHISHING

Phishing involves sending unsolicited email in an attempt to capture personal information such as credit card numbers, bank account numbers, social security numbers, passwords, and other information. A typical phishing email might appear as if it is sent from a company you deal with and may say that you must update your account information by clicking on a link in the email. The email will look authentic and have a visible email address claiming to be from a financial institution or other legitimate company, as well as graphics that resemble the company's website. The information you input does not go to the purported company but will be routed to an identity thief.

Tips to avoid phishing include:

- Install anti-virus and anti-spyware software, as well as a firewall on your computer.

Keep them regularly updated.

- Do not respond to information in the email. Go to the company's actual website or call the company to ensure that the email is authentic.

### TABNABBING

Tabnabbing is a form of a "phishing" scam where a criminal runs a computer program to alter a legitimate website that has been opened on a user's Internet browser. The program, or "/script," will find an open and hidden webpage tab on the user's Internet browser and rewrite the webpage behind the tab to mirror the website that the user had initially opened. It will typically seek out sites that ask for personal information such as a login ID and password. When the user returns to the page and enters the information it is redirected to the criminal's computer server.

Tips to avoid tabnabbing include:

- Avoid opening several websites at the same time
- Do not keep numerous websites open for a long period of time
- Close and reopen websites that have been open for a long period of time to ensure they are the correct page.

### UNSOLICITED BULK E-MAIL

Unsolicited bulk e-mail, sometimes referred to as "UBE" or "SPAM," is email that is sent for the purpose of selling goods, services, or properties. Commercial UBE advertisements are most often used for multi-level marketing schemes, get-rich-quick schemes, work-at-home schemes, or for questionable products or pornography. Fraudulently sent SPAM violates the criminal laws of Virginia.

Tips to prevent SPAM include:

- If you have doubts about the authenticity of the sender and/or the content, do not respond.
- Get a free email account specifically for newsgroups and registering on websites. ● Do not post your actual email address on your website; spammers have programs that can scan web pages for an email address. Consider using a free web-based account such as AOL, Hotmail, Yahoo, or Gmail.
- Report SPAM to the Federal Trade Commission at [ftc.gov](http://ftc.gov).
- Use mail filters. They are not always completely accurate, but they can decrease the number of junk emails you receive.

# **Tab X:**

Marketing Plan for units meeting accessibility  
requirements of HUD section 504

# Wesley Property Management Co. LLC

## Resident Selection Plan Tax Credit





## Resident Selection Plan Tax Credit

### Wesley Property Management Company

#### **Property Information**

Property Name	The ZeroPak - Phase 1
Property Contact Name	TBD
Address	536 North Cameron St
City, State, Zip	Winchester, VA 22601
Phone	TBD
Fax	TBD
TTY/TDD/Audio Relay	711 National Voice Relay

#### **The Purpose of the Resident Selection Plan**

The resident selection plan helps to ensure that residents are selected for occupancy in accordance with HUD requirements and established management policies.

Please contact the management office if you need help understanding this document.

- Contacte por favor la oficina de gestión si usted necesita ayuda a comprender este documento. (Spanish)
- Por favor contate o escritório de gerência se deve ajudar entendimento este documento. (Portugese)
- Si vous avez besoin d'aide à la compréhension de ce document, veuillez communiquer avec le Bureau de gestion. (French)
- Souple kontakte Biwo jesyon a si w bezwen èd pou konprann dokiman sa a. (Haitian Creole)
- Xin liên lạc với văn phòng điều hành nếu bạn cần giúp đỡ sự hiểu biết tài liệu này. (Vietnamese)
- Пожалуйста свяжитесь с офисом управления, если Вам нужна помощь в понимании этого документа. (Russian)
- Bitte kontaktieren Sie das Leitungsbüro, wenn Sie helfen müssen, dieses Dokument zu verstehen. (German)
- 請聯絡管理辦公室，如果你需要幫助理解這份文件。(Chinese)
- もしこの文書を理解しているための助けを必要としていれば、経営オフィスと連絡を取ってください。(Japanese)

#### **Business Relationship**

The relationship between a landlord (owner/agent) and a resident or Applicant is a business relationship. A courteous and businesslike attitude is required from both parties.

The owner/agent reserves the right to refuse rental to anyone who is verbally abusive, swears, is disrespectful, makes threats or is threatening in any manner, uses discriminatory language, appears to be intoxicated or under the influence of alcohol or drugs, is argumentative, or in general displays an attitude, at any time, which causes the owner/agent or the property staff to believe we would not have a positive business relationship.



## Resident Selection Plan Tax Credit

If the Applicant or any member of the Applicant's family is not appropriately attired, when visiting the management office, the Applicant will be asked to leave. Appropriate attire includes shoes, shirts and pants, shorts or skirts. Unacceptable attire includes, but is not limited to:

- Pajamas
- Bathing suits
- Clothing that allows display of foundation garments (underwear)
- Clothing with inappropriate language or pictures

The use of cell phones or other devices is not allowed when engaging with the property staff. If an Applicant/resident is participating in a cell phone call, texting, reading a text or otherwise using any electronic device (not necessary to alleviate the symptoms of a disability), the property staff will discontinue any communication until the Applicant is able to "disengage". Use of cell phones or other electronic devices, except those necessary to alleviate the symptoms of a disability by residents or Applicants will not be allowed in the management office without express permission from the property staff.

Animals, (other than assistance animals necessary to allow the Applicant/resident to conduct business with the owner/agent) are not allowed in the management office.

Children are always welcome. It is not the responsibility of the property staff or other residents to provide child care or supervision.

Aside from standard property charges, property staff is not permitted to accept any money, gifts, services or favors connected with the application process or associated with any aspect of residency on this property. If property staff solicits any mandatory payment, not associated with the lease, the resident will notify the property staff or the owner/agent.

**NON-DISCRIMINATION:** Management shall comply with all federal, state and local fair housing and civil rights laws and with all equal opportunity requirements as required by law, including without limitation HUD administrative procedures. **Federal law prohibits discrimination based on race, color, creed, religion, sex, age, disability, familial status, national origin, or any other Federal, State, or Local protected status.** These requirements apply to all aspects of resident relations including but not limited to accepting and processing applications, selecting residents from eligible Applicants on the wait list, assigning units, certifying and recertifying residents with regards to continued eligibility and terminating residency.

**PRIVACY POLICY:** In accordance with the Federal Privacy Act of 1974 and the Health Insurance Portability Act of 1996 (HIPPA), **The ZeroPak - Phase 1** will guard the privacy of individuals records maintained at the property. Neither the property nor its agents shall disclose any protected personal information to any person or agency without obtaining prior approval in the form of written consent from said individual or in accordance with applicable law.

This Privacy Policy does not limit the Property's ability to collect data deemed necessary to determine eligibility, including but not limited to computing rent and determining an Applicant's eligibility for



residency. In keeping with this Privacy Policy, pursuant to Section 504 of the Rehabilitation act of 1973, any information obtained regarding disability will be treated in the same confidential manner.

**OCCUPANCY STANDARDS:** It is the goal and responsibility of **The ZeroPak - Phase 1** to provide decent, safe and sanitary housing to all residents. In order to provide said housing, occupancy standards have been established. During the application process, Applicants may choose from the available units and may select the size, floor, and type (standard or special design features of accessible unit) of unit they would prefer. **The ZeroPak - Phase 1** staff will advise the Applicant of the availability of desired units. A maximum of two Tenants, and/or one or more authorized Occupant(s) listed on the Lease Agreement, are permitted to reside in a bedroom, provided that the total number of persons residing in the bedroom complies with applicable building and zoning code requirements. The current Virginia Building Code requires that each bedroom occupied by more than one person shall contain at least 50 square feet of floor area for each person. For purposes of this paragraph, the term “Tenant” shall mean any person age 18 or over who is required to be listed as a Tenant on the Lease Agreement and an “Occupant” shall mean any person under age 18 required to be listed on the Lease Agreement.

Family composition (age differences between children and relationships of adults) and a verifiable medical reason for an alternative number of people per bedroom will be taken into consideration.

1. Single persons do not qualify for a two bedroom unless:
  - a. A person with a verifiable disability who needs a larger unit as a reasonable accommodation; or
  - b. A displaced person, when no appropriate unit is available but who agrees in writing to transfer to another unit when one becomes available; or
  - c. An elderly person who has a verifiable need for a larger unit.
2. The need for a live in aide will be considered when counting family members to determine the appropriate unit size. In the case where a relative is considered to be a Live in Aide, they must meet the three (3) definitions of a Live in Aide and must sign a Live in Aide Questionnaire/Agreement. The 3 definitions include the following:
  - a. A person who resides with one or more elderly persons, near-elderly person, or person with disabilities and
  - a. Who is determined to be essential to the care and well-being of the person(s);
  - b. Is not obligated for the support of the person(s);
  - c. Would not be living in the unit except to provide the necessary supportive services.
3. Temporarily absent household members and permanently confined household members must be taken into consideration for family size and composition.

NOTE: It is the option of the household to include a permanently confined member in the family size of the unit. The permanently confined person cannot be named as the Head of Household, Spouse, or Co-Head. In the event the family chooses to include this member, all income and allowable deductions related to the medical care of the permanently confined person are counted.

**DETERMINING UNIT SIZE AT MOVE-IN:** Management will evaluate family size and household composition to determine the appropriate unit size. To determine how many bedrooms a family may have Management will count:

- a. All full time members of the household;



## Resident Selection Plan Tax Credit

- b. Children who are away at school but live with the family during school recesses;
- c. Children who are subject to a joint custody agreement but live in the unit at least 50% of the time;
- d. An unborn child; or children who are in the process of being adopted or whose custody is being obtained by an adult in the household; foster children or children who are temporarily absent due to placement in a foster home;
- e. Live in aide attendants;
- f. Foster adults living in the unit;
- g. Permanently confined family member (counted only if the family chooses).

When determining unit size, Management will take into consideration:

1. The number of person in a family;
2. The family's need for a larger unit as a reasonable accommodation, if applicable.

**PROGRAM ELIGIBILITY REQUIREMENTS:** Applicants and tenants must meet the following requirements to be eligible for occupancy and housing assistance:

1. The household's annual income must not exceed program income limits. The applicable income limits are posted in the rental office and vary by county.
2. All adults in each Applicant family must sign an Authorization for Release of Information prior to receiving assistance and annually thereafter.
3. The unit for which the family is applying must be the family's only residence.
4. An Applicant must agree to pay the rent required by the program under which the Applicant will receive assistance.
5. All information reported by the family is subject to verification.

**EMPLOYMENT VERIFICATION:** Applicant must provide three (3) years of employment history, and complete address and telephone number for each employer. Current and/or past employment will be verified, including salary, position, length of employment, and probability of continued employment (if employment history is not available, Applicant must have acceptable credit history and rental references under the Tenant Selection Criteria, and current or new employment must be verifiable).

**ACCEPTABLE FORMS OF INFORMATION VERIFICATION:** Applicant will be asked to provide verifiable information or documentation to support application items. The acceptable forms of verification may include:

1. Original Social Security card
2. Driver's license with SSN
3. Identification card issued by a federal, State, or local agency, a medical insurance provider, or an employer or trade union.
4. Earnings statements on payroll stubs
5. Evidence of taxes paid in prior tax years
6. Bank statement
7. Form 1099
8. Benefit award letter
9. Retirement benefit letter
10. Life insurance policy



11. Court records
12. Confirmation of employment signed by an authorized officer of employer on company letterhead.

Failure to provide such documentation may be grounds to reject an Applicant.

Management will reject any document(s) that:

- Is not an original document; or
- Is the original document but is have been altered, mutilated, or is not legible; or
- Appears to be a forged document (ex. It does not appear to be authentic).

Applicants will be provided with a list of rejected documents and will be allowed a specific timeframe (to be determined my Management) to obtain acceptable forms of documentation. Failure to provide the acceptable forms of documentation will be cause for denial of housing.

**ELIGIBILITY OF STUDENTS:** Management must determine a student's eligibility for the Tax Credit Program at move-in and annual recertification. Applicants will be required to provide proof of student status if any or all members of the household claim to be a student. If all members of the household are verified to be full time students, the household will be ineligible unless one or more of the following exclusions apply:

1. Students are married and entitled to file a joint tax return (marriage certificate and/or tax return must be attached);
2. If at least one student is a single parent with child(ren) and this parent is not a dependent of someone else, and the child(ren) is/are not dependent(s) of someone other than that parent;
3. At least one student is receiving Temporary Assistance to Needy Families (TANF);
4. At least one student is participating in a program receiving assistance under the Job Training Partnership Act, Workforce Investment Act, or under other similar federal, state, or local programs.
5. Household consists of at least one student who was previously under foster care.

Full time student households that are income eligible and satisfy one or more of the above conditions are considered eligible. If any household is comprised of all full time students and answered "no" to all of the above conditions, or verification does not support the exception indicated, the household is considered ineligible and will not qualify for residency.

**APPLICANT SCREENING-CREDIT HISTORY:** All household members 18 years of age and older will be required to complete an application and will be subject to a credit and criminal screening. Police officers and other security personnel are also subject to the same screening as other Applicants. Live in aides will be screened for drug abuse and other criminal activity, but will not be screened for their ability to pay rent because live in aides are not responsible for rental payments.

Applicants must prove their ability to meet financial obligations. A credit report will be obtained and reviewed to determine the Applicant's current address, credit sources included on the application, current and past employers, and whether the Applicant has acceptable credit history. Applicants whose

credit history is deemed unacceptable will be declined and removed from the waiting list. Unacceptable credit history includes, for example:

- Foreclosures (within the last 3 years)
- Rental collections
- Debt collections
- Delinquent utility bills (water, gas, electric)
- Judgments
- Tax liens
- Filed, dismissed, and discharged bankruptcy ( in the last 3 years)

Applicants with a lack of credit history and those who have derogatory credit history related to student loans and/or medical expenses will not be declined for residency based solely on their lack of credit or derogatory credit related to student loans and medical. Consideration may be granted to Applicants whose credit history demonstrates a pattern of improvement or history of on time rental payments that overshadow other bad debt. If an Applicant is denied housing based on credit, the Applicant has 14 days to dispute the denial. All disputes must be in writing and received within 14 days of the initial denial letter. All disputes will be reviewed by a person employed by Wesley Property Management Company who was not involved in the original decision to deny.

**LANDLORD HISTORY:** All Applicants will be required to provide rental history for the past 5 years. Applicants who have homeownership history will be required to prove they made their mortgage payments in a timely manner. Applicants who have no prior rental history or homeownership history will be required to provide references from present and past employers, teachers, or clergy. This provision includes Police officers/security personnel and live in aides.

Note: Rental history for a live in aide will only be reviewed for lease violations and other areas of non-compliance. Payment history will not be factors as live in aides are not responsible for rent payments.

**CRIMINAL HISTORY:** All Applicants 18 years of age and older will be required to consent to a criminal history screening; including Police officers/security personnel and live in aides. A criminal check through a criminal record check service may be performed on an Applicant with approved credit, for the purpose of determining whether such Applicant is likely to pose a threat to the health and safety of other residents, guests, and/or site employees, or a threat to the safety of the property. The following prior criminal history shall be grounds for denial of a Rental Application:

- A. Any felony or crime of moral turpitude listed below committed within the past (seven) 7 years is deemed to pose a direct to threat to the health or safety of others or to property:
  1. Any felony involving:
    - Any crime involving the use of a firearm, other weapon or explosives;
    - Any arson;
    - Any robbery or theft;
    - Any terrorism-related conviction;
    - Any sex-related crime;
    - Any drug conviction; or





- Any kidnapping or abduction.
2. Any misdemeanor conviction involving moral turpitude.

If an Applicant has a conviction of one or more of the above-listed criminal offenses, Landlord will reject the Rental Application if the Applicant failed to disclose such offense or affirmatively misrepresented that Applicant had no criminal convictions, when in fact Applicant had one or more criminal offenses. Otherwise, Landlord will notify Applicant prior to rejecting the Rental Application and such Applicant shall have five (5) business days from receipt of such notice to provide any mitigating information Applicant would like Landlord to consider regarding such prior criminal history, to include, for example: the facts or circumstances surrounding the criminal conduct; the age of Applicant at the time of the conduct; evidence that Applicant has maintained a good tenant history before and/or after the conviction or conduct; and evidence of rehabilitation efforts. Landlord shall review any such information provided by Applicant prior to making a final determination on acceptance or rejection of the Rental Application. If an Applicant is denied housing based on prior criminal history, regardless of whether mitigating factors were presented prior to the denial decision, the Applicant has 14 days to dispute the denial. All disputes must be in writing and received within 14 days of the initial denial letter. All disputes will be reviewed by a person employed by Wesley Property Management Company who was not involved in the original decision to deny.

- Drug or Alcohol Use and/or Convictions: Any evidence of current use of an illegal drug will be grounds for rejection of an Applicant's Rental Application. Any evidence of alcohol abuse that manifests conduct that poses a threat to health or safety of other Tenants will be grounds for rejection of an Applicant's Rental Application. Any record of a prior conviction for the illegal manufacture or distribution of a controlled substance will be grounds for rejection of an Applicant's Rental Application.
- Listing on the Virginia Sex Offender and Crimes against Minors Registry. The Rental Application of an Applicant who is currently required to be registered on the Virginia Sex Offender and Crimes against Minors Registry shall be rejected.

**SECURITY DEPOSIT**: At the time of move in, tenants will be required to pay a security deposit. The required security deposit amount may vary depending on the return of an acceptable consumer credit report. The minimum security deposit amount will be \$300; the maximum security deposit will not exceed two months' rent.

The tenant is expected to pay the security deposit from his/her own funds, and/or other public/private sources. An applicant may be rejected if he/she is unable to pay the deposit. All security deposit funds will be placed in a segregated interest bearing account by Management. The interest rate on this account may vary. Security deposits are refundable; however, there are circumstances which may prohibit a full or partial refund:

- The tenant must provide Management with a forwarding address;
- Management may use the tenant's security deposit as reimbursement for any unpaid rent or other amounts the tenant owes under the lease;



## Resident Selection Plan Tax Credit

- Within 30 days after the move out date Management will
  - Refund the full security deposit plus accrued interest to a tenant that does not owe any balance as allowed by the lease; or
  - Provide the tenant with a detailed list of any unpaid rent, damages to the unit, and an estimated cost for repair, along with the tenant's rights under state and local laws.

If the balance at move out is less than the amount of the security deposit plus accrued interest, Management will refund the unused balance. If the security deposit is insufficient to reimburse Management for any unpaid rent or damages, an itemized list of charges and the total amount due will be sent to the tenant via first class mail to the forwarding address provided at the time of move out.

- If a disagreement with regards to the security deposit refund occurs, the tenant has the right to discuss this with Management in an informal hearing. Persons with disabilities may request a reasonable accommodation in order to participate in the informal hearing.

**LATE CHARGES:** Rent is due on the first on the month, not to be paid later than the fifth of the month. If rent is received by Management after the fifth of the month a late fee will be assessed. Postmarks will not be considered.

**INSUFFICIENT FUNDS:** Management will charge a fee on the second occurrence of insufficient funds and each additional time thereafter. The fee for insufficient funds will not exceed the actual charge imposed by Management's banking institution.

**FORMS OF PAYMENT:** Management may require a tenant to pay the security deposit in the form of guaranteed funds (i.e. money order, cashier's check, bank check). All other charges may be paid with a personal check. If the tenant's check is returned for insufficient funds, Management may require all future payments be made with guaranteed funds as described above. **NO CASH WILL BE ACCEPTED.**

**CERTIFICATIONS:** The **ZeroPak - Phase 1** is required to complete a recertification of family income and composition at least annually. Tenants are required to submit information requested by Management that is required in order to complete the recertification. Tenants must sign consent forms related to income, assets, family composition, and other HUD required consent forms. Management is required to obtain third party verification of the following items:

- Reported household income;
- The value of household assets;
- Expenses related to deductions from annual income; and
- Other factors that affect the determination of adjusted income.

**Annual Recertification:** At move in (and every annual recertification thereafter) Management will provide the tenant with an initial recertification notice. 120 days prior to the anniversary date Management will send a first reminder notice to the tenant. The first reminder notice will include:

- The requirements in the WPMC Lease regarding the tenant's responsibility to recertify annually;





## Resident Selection Plan Tax Credit

- The name of the staff person to contact about scheduling a recertification interview, the contact information for this person, and how contact should be made.
- Give the location, days, and office hours the staff person will be available for recertification interviews;
- A list of information the tenant should bring to the interview;
- State the cutoff date in which the tenant must contact Management and provide the information and signatures required for processing;
- State that if the tenant responds after the cutoff date (10<sup>th</sup> day of the 11<sup>th</sup> month after the last annual recertification), Management will process the annual recertification but will not provide the tenant a 30 day notice of any resulting rent increase;
- State that if the tenant fails to respond before the recertification anniversary date, the tenant will lose their assistance and will be responsible for paying the full contract rent.

If a tenant does not respond to the First Reminder Notice a Second Reminder Notice will be sent 90 days prior to the anniversary date. This notice will provide the tenant with all the information in the First Reminder Notice. In the event the tenant does not respond to the Second Reminder Notice a Third Reminder Notice will be sent 60 days prior to the anniversary date. The Third Reminder Notice must provide the tenant will all of the information in the First Reminder Notice and specify the amount of rent the tenant will be required to pay if the tenant fails to provide the required recertification information by the anniversary date and that this rent increase will be made without additional notice.

In the event a tenant's rent increases due to annual recertification processing, the tenant will be given a 30 day notice of said rent increase unless the tenant does not respond in a timely manner that allows Management to complete the recertification 30 days prior to the effective date (tenant responds after the 10<sup>th</sup> day of the 11<sup>th</sup> month).

**FRAUD:** Fraud is defined as deceit or trickery deliberately practiced to gain some advantage dishonestly. Fraud is an intentional deception and cannot be committed accidentally. **The ZeroPak - Phase 1** is committed to fraud awareness and prevention.

The applicant will be asked to supply Management with information pertaining to the household's income, assets, composition, citizenship, and student status. Management considers any willful act to deceive the property or housing program in an effort to gain entry or pay a lower rent to be a fraudulent act for which an applicant will be denied.

**UNIT TRANSFERS:** Tenants may be obligated to pay all costs associated with the unit transfer unless the tenant is transferred as a reasonable accommodation to a household member's disability. In cases of a reasonable accommodation, Management must pay the costs associated with the unit transfer unless doing so would be an undue financial burden and administrative burden.

The owner/agent will accept requests for transfer based on the following:

- 1) There is a need for a unit transfer because of a change in household size and/or composition
- 2) There is a need for a unit transfer based on the verified need for an accessible unit
- 3) There is a verified medical need for a different unit.
- 4) There is a need for a unit transfer of a household that does not require the accessibility features of a unit in which they are living



## Resident Selection Plan Tax Credit

Existing residents must complete a Unit Transfer Request. The Unit Transfer Request must be completed and signed by the head of household and all adult household members who wish to move. The owner/agent will accept the Unit Transfer Request in an equally effective format, as a reasonable accommodation, if there is the presence of a disability.

Special consideration is given when the unit transfer is requested because there is:

- A verified medical need for a different unit
- A verified need for an accessible unit
- There is a need for a unit transfer of a household that does not require the accessibility features of a unit in which they are living to accommodate a disabled resident/applicant on the waiting list.
- A change in household size that makes the current unit too large or too small for the family based on the owner/agents occupancy standards

Except in those cases described above, unit transfers will be granted only if:

- The household has not given notice to move
- The resident is not being evicted
- The resident is current for all outstanding charges
- The resident has not entered in to a repayment agreement for failing to fully and accurately report income or household composition
- The resident has no record of more than one minor lease violation in the last 12 month
- The resident has no record of any major lease violations
- The resident complies with lease provisions regarding decent safe and sanitary conditions of the current unit

A unit transfer request for a household whose size/composition has not changed since move-in (or most recent transfer transfer) will not be considered for at least one year.

A household living in an apartment too large for its needs will not be required to move if there are no applicants waiting for the bedroom size to be vacated by the transfer.

An appropriate sized unit will be available before the resident household is required to move. At that time, the household will have thirty (30) days to complete the transfer.

### **SECURITY DEPOSITS & UNIT TRANSFERS**

When a resident transfers to a new unit with all other household members, the owner/agent will charge a new security deposit and refund the security deposit for the old unit less any outstanding amounts for rent, fees or damages. If the household splits and one or more residents remain in the original unit, the original security deposit will remain with the original unit and a new security deposit will be collected for the new unit.

### **Offering an Apartment**

When a unit becomes available, available units will be offered:

- In writing
- Over the phone
- By email



## Resident Selection Plan Tax Credit

If the owner/agent is unable to contact the household (new head-of-household) within five (5) business days from the date of the letter, the offer will be cancelled and the apartment will be offered to the next person on the waiting list. Failure to respond to the owner/agent will be considered a refusal of the unit offer.

Each household will be offered the opportunity to accept an offered apartment two (2) times. If a resident/applicant does not wish to accept an offered apartment, they have the right to refuse the offer. Residents/applicants must notify the owner/agent of their intent to refuse the unit offer by using one or more of the following methods:

- In writing (delivered by fax, mail or other means)
- By email
- Over the phone

**Note: If the refusal is made over the phone, contact must be made with a member of the management staff. Leaving a message is not adequate.**

The first time an applicant or resident refuses a unit, the unit will be offered to the next qualified household based on the selection order described in the Resident Selection Plan. The applicant or resident will retain the same place on the waiting list. The second time an applicant or resident refuses an offered unit, the household will be removed from the waiting list. Right to refusal will be modified in two cases:

- 1) If a disabled applicant or resident is at the top of the waiting list, they will be offered units as they become available regardless of whether they include accessible features. A disabled household has the right to refuse an unlimited number of non-accessible units or units that do not meet specific accessibility requirements.
- 2) If an applicant or resident household with no disabled members is at the top of the waiting list, and there are no disabled households on the waiting list, that household may be offered an accessible unit. An applicant household with no disabled household members has the right to refuse an unlimited number of accessible units or units that do not meet their needs.

### **TIMEFRAME FOR TAKING POSSESSION OF A UNIT**

The applicant must agree to take possession of a unit in no more than thirty (30) calendar days from the date of offer unless the owner/agent provides written exception to this policy. If the applicant household does not complete appropriate paperwork and does not take possession of the unit within thirty (30) days from accepting the offer, the applicant will be subsequently rejected and removed from the waiting list. The unit will be offered to the next eligible applicant/resident based on the selection order described in this plan.

If, after move in, a unit becomes over crowded or underutilized, Management will require the household to move to an appropriate sized unit within 30 days of notification provided by Management.

**SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE FAIR HOUSING ACT:** The fair housing act prohibits discrimination on the following basis:

1. Race;
2. Color;
3. Religion;
4. Sex;
5. Disability;
6. Familial status; or
7. National origin.



## Resident Selection Plan Tax Credit

Under the Fair Housing Act, owners or other housing providers must not take any of the following actions based on any of the categories listed above:

1. Deny anyone the opportunity to apply to rent housing, or deny any applicant the opportunity to lease housing suitable to his or her needs;
2. Provide anyone housing that is different from that provided to others;
3. Subject anyone to segregation, even if by floor or wing;
4. Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;
5. Treat anyone differently in determining eligibility or other requirements for admission, in use of the housing amenities, facilities or programs, or in the terms and conditions of the lease;
6. Deny anyone access to the same level of services;
7. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program;
8. Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons;
9. Discriminate in the provision of brokerage services in residential real estate transactions;
10. Discriminate against someone because of that person's relation to or association with another individual; or
11. Retaliate against, threaten, or act in any manner to intimidate someone because he or she has exercised rights under the Fair Housing Act.

The prohibited bases as described above do not prohibit an owner from providing reasonable accommodations to persons with disabilities. In accordance with Section 504, **The ZeroPak - Phase 1** will make reasonable accommodations and structural modifications to persons with a disability. This provision applies to applicants and current tenants. Accommodations may include changes in the method of administering policies, procedures, services, and making structural modifications when necessary.

Upon request, **The ZeroPak - Phase 1** will provide reasonable accommodations for persons who are disabled. This request is available to all applicants and current tenants. Reasonable accommodation forms can be requested from the Community Manager. Once the completed Reasonable Request forms are received by the Community Manager from the applicant or tenant and the verifier, the applicant/tenant will be notified of the determination in writing. Should the request be denied, the tenant may appeal the decision by requesting in writing a meeting with the Community Manager and their Supervisor.

When a request for reasonable accommodation is considered, **The ZeroPak - Phase 1** is not required to:

- Provide supportive services that are not already part of its housing programs;
- Take any action that would result in a fundamental alteration in the nature of the program or service;
- Make structural alterations that require the removal or alteration of a load-bearing structure; or
- Take any action that would result in an undue financial burden and administrative burden on the property, including structural impracticality as defined in the Uniform Federal Accessibility Standards (UFAS).

NOTE: The Community Manager cannot make any accommodation, structural modifications or purchases without prior approval from the Regional Manager.



**PREFERENCES:** ZeroPak will grant statutory preference to any applicant who has been displaced by Government action or a presidentially declared disaster. Management will note the preference on the waiting list and such applicants will be given preference over non-preferred applicants in their placement on the waiting list.

From and after the date that HUD issues a waiver approving an occupancy preference at ZeroPak for persons with an intellectual and developmental disabilities (persons with “ID/DD”), Management shall establish a first preference on its waiting list for ID and DD persons, as confirmed by [the Virginia Department of Medical Assistance Services (“DMAS”) or the Virginia Department of Behavioral Health and Developmental Services (“DBHDS”), for seven (7) of the PBV units at ZeroPak. The ID/DD preference, once established as provided above, shall remain in effect for the duration of the HUD waiver, or so long as the Extended Use Regulatory Agreement and Declaration of Restrictive Covenants encumbering ZeroPak, dated TBD, remains in effect, whichever period is shorter.

**APPLICANTS PARTICIPATING IN THE TARGET POPULATION PROGRAM:** Any Applicant who is a participant in the Target population Program must meet the Screening Criteria set forth in the “Alternative Screening Process and Criteria”. To the extent the Alternative Screening Criteria differ from this Resident Selection Plan, the Alternative Screening Criteria shall control.

### **OFFERING ACCESSIBLE UNITS**

Units that have been made accessible in accordance with the Universal Federal Accessibility Standards will be offered to applicant households with disabled members first. In some cases, the owner/agent may implement marketing effort to ensure that disabled households occupy accessible units.

An accessible unit will be offered as follows:

- 1) Units with communication accessible features will be offered to households with a verified need for communication accessible units first
- 2) Units with mobility accessible features will be offered to households with a verified need for mobility accessible units first

In the case where the members of the household who required the special features of the accessible unit no longer reside in the unit, and where the lease permits, the owner will require the remaining members of the household to move to a unit without accessibility features when such a unit of the appropriate size becomes available.

If there is no household on the waiting list that has requested an accessible unit, the unit will then be offered to the next household based on the selection order. Before the applicant can accept that accessible unit, all adult members of the applicant household must sign an agreement that includes a requirement to move, at the household’s expense, to the first available non-accessible unit that meets the household’s occupancy requirements as described in this plan. The resident household will not be required to move if:



- 1) No unit that meets the household's occupancy requirements is available
- 2) There is no applicant household on the waiting list requesting an accessible unit

In either of the cases above, the household will have a maximum of thirty (30) calendar days to complete the move.

### **VAWA POLICY**

#### **PROTECTIONS PROVIDED UNDER THE VAWA**

The Violence Against Women Act (VAWA) provides protections to women or men who are the victims of domestic violence, dating violence, sexual assault and/or stalking – collectively referred to as VAWA crimes. The owner/agent understands that, regardless of whether state or local laws protect victims of VAWA crimes, people who have been victims of violence have certain rights under federal fair housing regulation.

This policy is intended to support or assist victims of VAWA crimes and protect victims, as well as affiliated persons, from being denied housing or from losing their HUD assisted housing as a consequence of their status as a victim of VAWA crimes. Affiliated persons include:

1. A spouse, parent, brother, sister, or child of the victim, or a person to whom the victim stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of the victim); or
2. Any individual, resident/applicant, or lawful occupant living in the household of that individual.

VAWA ensures that victims are not denied housing and housing assistance solely because the person is a victim of a VAWA crime. However, being a victim of a VAWA crime is not reason to change the eligibility or applicant screening requirements set forth in the Tenant Selection Plan unless such requirements interfere with protections provided under the VAWA.

For example: An owner/agent may waive the requirement to review landlord history for an applicant if the victim has provided necessary documentation to certify their status as a victim and if contacting a previous landlord would put the applicant's location at risk of exposure to the accused perpetrator.

#### **CONFIDENTIALITY**

The ***Notice of Occupancy Rights under the Violence Against Women Act*** provides notice to the resident/applicant of the confidentiality of information about a person seeking to exercise VAWA protections and the limits thereof. The identity of the victim and all information provided to the owner/agent relating to the incident(s) of abuse covered under the VAWA will be retained in confidence. Information will not be entered into any shared database nor provided to a related entity, except to the extent that the disclosure is

1. Requested or consented to by the victim in writing; or
2. Required for use in an eviction proceeding or termination of assistance; or
3. Otherwise required by applicable law.

The owner/agent will retain all documentation relating to an individual's domestic violence, dating violence, sexual assault and/or stalking in a separate file that is kept in a separate secure location from other applicant or resident files.

#### **REQUESTS & CERTIFICATION**

When the owner/agent responds to a request to exercise protections provided under the VAWA The owner/agent will request that an individual complete, sign, and submit the VAWA certification form, within fourteen (14) business days of the request. This certification may be submitted in an equally effective manner, as a reasonable accommodation, if there is the presence of a disability.





If the applicant/resident has sought assistance in addressing domestic violence, dating violence, sexual assault and/or stalking from a federal, state, tribal, territorial jurisdiction, local police or court, the resident may submit written proof of this outreach in lieu of the certification form. The owner/agent will accept the following: A federal, state, tribal, territorial, or local police record or court record or

- Documentation signed and attested to by a professional (employee, agent or volunteer of a victim service provider, an attorney, medical personnel, etc.) From whom the victim has sought assistance in addressing domestic violence, dating violence and/or stalking or the effects of the abuse. The signatory attests under penalty of perjury (28 U.S.C. §1746) to his/her belief that the incident in question represents bona fide abuse, and the victim of domestic violence, dating violence and/or stalking has signed or attested to the documentation.

The victim is not required to name his/her accused perpetrator if doing so would result in imminent threat or if the victim does not know the name of his/her accused perpetrator.

### **LEASE BIFURCATION**

If the owner/agent determines that physical abuse caused by a resident is clear and present, the law provides the owner/agent the authority to bifurcate a lease i.e., remove, evict, or terminate housing assistance to any accused perpetrator, while allowing the victim, who lawfully occupies the home, to maintain tenancy.

### **LEGAL ACTION**

Victims are encouraged to seek police/legal protection from their accused perpetrator. In some cases, the owner/agent may file a restraining order against the accused perpetrator to prevent the accused perpetrator from entering the property.

### **LEASE ADDENDUM**

The HUD approves lease addendum will be implemented and provided in accordance with HUD guidance.

### ***EMERGENCY TRANSFER***

The owner/agent will consider an Emergency Transfer Request when a person seeking to exercise VAWA protections feels that he/she is:

- In imminent danger
- Was sexually assaulted on the property within 90 days of the request

Please see the property VAWA Policy or VAWA Emergency Transfer Plan for additional information.

**MISREPRESENTATION**: Supplying false, misleading, or inaccurate information, or omitting information shall be grounds for rejection of an Applicant's Rental Application.

# **Wesley Property Management Company**

## **Marketing Plan**

### **The ZeroPak - Phase 1**

This marketing plan is intended to address the guidelines set forth in Section III(C)(4)(a-i and a-ii) of the Virginia Housing Development Authority's LIHTC Application for Reservation and is designed to ensure that certain units at **The ZeroPak - Phase 1** are actively marketed to people with disabilities.

Wesley Property Management Company (WPMC) will manage **The ZeroPak - Phase 1** and will be responsible for all traditional property management functions, including leasing, rent collection, maintenance, record keeping, reporting, development of budgets, monitoring resident income qualifications, and implementing the Marketing Plan.

#### **I. AFFIRMATIVE MARKETING**

WPMC is pledged to the letter and the spirit of the U.S. policy of the achievement of equal housing opportunity throughout the Nation and will actively promote fair housing in the development and marketing of this community. WPMC (including its officers, directors and employees) will not discriminate on the basis of race, creed, color, sex, religion, familial status, age, disability or sexual orientation in its programs or housing and will also comply with all provisions of the Fair Housing Act (42 U.S.C. 3600, et. Seq.).

Any employee who has discriminated in the acceptance of a resident will be subject to immediate dismissal. All persons who contact the office will be treated impartially and equally with the only qualification necessary for application acceptance being income and credit, and conformity with the requirements of the Tax Credit program. All interested parties will be provided a copy of the apartment brochure or alternate marketing materials. Any resident who has questions not answered by the leasing staff will be referred to the Regional Property Manager assigned by WPMC.

#### **1. Section 504 Accessible Units**

There will minimum of **ten percent (10%)** units that are designated as "Section 504 Accessible Units" which will conform to HUD regulations interpreting the accessibility requirements of Section 504 of the Rehabilitation Act. These Accessible Units will actively be marketed to persons with disabilities as defined in the Fair Housing Act and will be held vacant for at least sixty (60) days. During this period, all ongoing marketing efforts will be documented by WPMC. If a qualified household including a person with a disability is not located within this sixty (60) day timeframe, WPMC will submit evidence of the marketing to VHDA's Program Compliance Officer and request approval to rent the unit to any income qualified household. Should this request be approved, any lease governing the rental of the Accessible Unit will contain a provision that in the event that a qualified household including a person with a disability applies for the unit, the household occupying the Accessible Unit must move to a vacant unit. Such move will be paid for by the owner.



## **2. Preference Units (if applicable)**

In addition, unless prohibited by an applicable federal subsidy program **ZeroPak** will provide first leasing preferences for members of targeted populations or persons with a developmental disability. The targeted populations will be identified in an executed MOU and referred by an Authority approved referring agency, such as a Community Service Board. The leasing preference shall be applied to not more than ten percent (10%) of the units at any given time. **ZeroPak** will not establish tenant selection criteria or leasing provision for these individuals that are more restrictive than its standard criteria and provision, the eligibility criteria for the state rental assistance or that are set forth in the MOU.

## **II. MARKETING AND OUTREACH**

Locating people with disabilities to occupy the aforementioned units will be accomplished as follows:

### **1. Networking**

In addition to relationships discussed above, WPMC will contact additional local centers for independent living and disability services boards and other service organizations via phone and printed communication. The contacts may include, but not be limited to, the following organizations:

- **Frederick County Department of Social Services**  
<http://www.co.frederick.va.us/socialservices>  
(540) 665-5688
- **Health Department-Lord Fairfax District**  
<http://www.vdh.state.va.us/lhd/lordfairfax>  
(540) 665-8611
- **Disabled Veterans Committee on Housing**  
<http://dvchvets.org/>  
(540)-877-1252

### **2. Internet Advertising**

WPMC utilizes many online internet sources such as [virginiahousingsearch.com](http://virginiahousingsearch.com), paid search, [ApartmentGuide.com](http://ApartmentGuide.com), [Apartments.com](http://Apartments.com), [Rent.com](http://Rent.com), [Craigslist.com](http://Craigslist.com), and many others. Using lead management software, which helps track apartment leads as they move through the leasing process, WPMC has found these sources to be very effective in driving directing qualified traffic than other online sources and print publications.

### **3. Print Media**

Print media sources will also be identified in **Winchester, Frederick County** that cater to people with disabilities as well as the public at large. These sources may include, but are not limited to rental magazines such as the Apartment Shoppers Guide, Apartments For Rent, local newspapers such as the **Winchester Star**, etc. All advertising materials related to the project will contain the Equal Housing Opportunity logotype, slogan or statement, in compliance with the Fair Housing Act, as well as the fact that units for people with disabilities are available.

### **4. Social Media and Online Leasing Strategy**

In addition to internet listing services, WPMC has recognized the importance of managing and monitoring social media channels. These platforms often serve as decision-making tools for searching for an apartment as prospects are relocating or newly arriving to the greater Washington DC area. WPMC trains our employees to become ambassadors of our brand and take responsibility for creating brand awareness and loyalty on each platform.

WPMC values the opinions of those who interact with its brand online and has implemented a comprehensive strategy to ensure that employees respond to reviews and provide the same excellent customer service online as they do directly at the properties. Since prospects often look to peer reviews when researching a property, it is essential to solicit positive reviews from satisfied residents and also address the concerns of those that post negative reviews. Our goal is to always have a positive impression of the quality of the services realized by our current clients and then conveyed to our future clients. We want to continually and consistently foster positive online recommendations for the property.

### **5. Resident Referrals**

An effective Resident Referral program will be set up, in which current residents are rewarded for referring friends, coworkers, and others who may have disabilities to the property. These referrals are generally the best form of advertising as it attracts friends who will want to reside together, thus binding the community. WPMC offers a tiered referral program which pays the resident a higher bonus as they refer additional renters.

Complete resident satisfaction is a priority to the WPMC team. The Wesley Property Management name, as well as the Wesley Housing Development Corporation name are synonymous with warm hospitality and caring, empathetic staff with a desire to assist our residents with their needs. Resident referrals and word of mouth are always a valuable source of leases; therefore, from day one we will promote services to benefit all our residents.

### **6. Marketing Materials**

Additional marketing materials are needed in order to further support the specific marketing effort to people with disabilities. All printed marketing materials will include the EHO logo. The marketing will also emphasize the physical and administrative compliance with the Americans with Disabilities Act.

These marketing materials include:

- **Brochures** –A simple, two-color brochure may be produced at low cost which will effectively sell the apartments and community. This brochure will include the floor plans, a listing of features and amenities. The floor plans should be printed in as large a format as possible.
- **Flyers** - As mentioned earlier, a flyer campaign may be used effectively to market the community. Each flyer should incorporate graphics as well as a small amount of copy and should be designed to generate traffic. As such, each flyer may include a special offer with a deadline (e.g. "Bring this flyer with you when you visit this weekend and pay no application fee!")
- **Follow-Up Marketing**- All visitors to the Management office should receive a thank you note from the Property Manager. This can be written on a plain thank you card, or for greater impact, on a post card with a photo of the community or a thank you note with the community's logo.

### III. PUBLIC AND COMMUNITY RELATIONS

Equal Housing Opportunity promotions - all Site Signage containing the EHO logo and Fair Housing posters are displayed in the Rental Office. Also posted in the Rental Office are instructions to anyone who feels they have been discriminated against to contact the Project Manager at WPMC directly. WPMC encourages and supports an affirmative marketing program in which there are no barriers to obtaining housing because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, physical or mental handicap, political affiliation, source of income, or place of residence or business.

Additionally, a public relations program will be instituted to create a strong relationship between management and local disability organizations, neighborhood civic organizations, churches and synagogues, city officials, and other sources of potential qualified residents still to be identified.

### IV. TENANT SELECTION AND ORIENTATION

The first contact with the management operations is an important one in attracting qualified residents; therefore the management/leasing offices should convey a sense of professionalism, efficiency, and cleanliness. The management/leasing office will be designed to provide a professional leasing atmosphere, with space set aside specifically for resident interviews and application assistance. The leasing interviews will be used to emphasize the respect afforded to the resident and the responsibilities which the resident will be expected to assume.

Times of Operation - the Rental Office will be open Monday through Friday from 9:00 A.M. to 5:00 P.M. Applicants will be processed on site in accordance with approved criteria. After hours inquiries will be received by the answering services which will take messages and forward them to the Management Office to handle on the next business day. Move-in process and orientation to property - applicants meet with the Community Manager or designated staff to discuss programs available on the property and will be supplied relevant information to assist them in their move.

See the **ZeroPak Management Plan**, for more details regarding the Application Processing and Tenant Selection Criteria.

## **V. MARKET ANALYSIS**

This shall be basis for a continuously updated Marketing Plan for the Property. As the rental market and the needs of the Property change, the market analysis will enable the Agent to identify needed changes and implement them as necessary.

### **1. Neighborhood Survey**

- a) WPMC will periodically survey comparison properties in terms of rental rates, concessions, location, size, design, amenities, and lease term conditions to keep abreast of the market forces that would affect the community.
- b) WPMC will conduct periodic shopping visits to competitors to evaluate demeanor and leasing techniques used by others. Notations regarding such visits will be included in the Market Survey Sheet for the record.

### **2. Community Survey**

- a) Communication with and knowledge of the existing residents will be emphasized to the on-site staff to obtain important feedback on the quality of services and living conditions offered within the community.
- b) Periodic confidential Resident Satisfaction Surveys will be sent out to the residents and the completed forms will be reviewed and evaluated by the Regional Property Manager to determine the level of resident satisfaction and to plan for changes that will help improve services if needed.

# **Tab Y:**

Inducement Resolution for Tax Exempt Bonds

This deal does not require  
information behind this tab.

# **Tab Z:**

Documentation of team member's Diversity, Equity and  
Inclusion Designation

This deal does not require  
information behind this tab.



# **Tab AA:**

Priority Letter from Rural Development

This deal does not require  
information behind this tab.

# **TAB AB:**

Social Disadvantage Certification

This deal does not require  
information behind this tab.